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THE SECOND VOLUME, contains great Variety of Precedents of Special Grants, Assignments, Mortgages, and all Sorts of Securities, *&c.* under the Heads following; (*viz.*) Special Gifts, Grants, Common Lease and Release, Assignments of Bonds, Statutes, Judgments, *&c.* And also of Leases for Years and for Lives, Assignments to attend the Fee, Mortgages of Personal Estates; and also of Leases of Lands for Years, Life and in Fee, Assignments of such Mortgages, Collateral Securities, Defeasances, Declarations, Appointments, Renunciations, Disclaimers, Surrenders, Releases of Equity of Redemption, *&c.*

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CONVEYANCER.

CONTAINING,

The Nature and Kinds of *Deeds* and *Inſtruments* uſed in Conveyancing;

AND

An *Abridgment* of the *LAW* relating to all Sorts of *Conveyances* and *Deeds* in general, with every Thing belonging to them; proved by many *Law-Caſes* and *Reſolutions* thereupon.

AND ALſO

All Manner of ſmaller Sorts of *Preſidents* uſed in *Conveyancing*, under the Heads of, Bargain and Sale, Gifts, Grants, Articles, Special Conditions, Covenants, Exchanges, Deeds of Partition, Partnerſhips, Special Releaſes, Letters of Attorney, Licences, Bills of Sale, Charterparties of Affreightment, Leaſes, Settlements of Leaſes; and alſo of Perſonal Eſtates, Annuities, Monies in Funds, &c. inſtead of Jointures of Lands, &c.

By Giles Jacob, Gent.

VOL. I.

In the SAVOY:
Printed by J. Nutt, Aſſignee of *Edward Sayer* Eſq; for W. Lintott at the *Croſs-Keys* in *Fleet-ſtreet*. 1714.

THE ACCOMPLISHED CONVEYANCER

CONTAINING,

The Nature and Kinds of Deeds and Instruments used in Conveyancing:

AND

An Abridgment of the L. & W. relating to all Sorts of Conveyances and Deeds in general, with every Thing belonging to them; proved by many Law-Cases and Reflections thereupon.

All Manner of Instructions for Proceedings in Conveyancing, the Kinds of Bargain and Sale; Gifts, Grants, Articles, Special Conditions, Covenants, Exchanges, Deeds of Partition, Partnership, Special Releases, Letters of Attorney, Licences, Bills of Sale, Certificates, Acknowledgment, Leases, Settlements of Leases, and all of Personal Estates, Annuities, Monies in Funds, &c. Instead of Journies of Lands, &c.

By Giles Jacob, Gent.

VOL. I.

In the SAVOY:

Printed by T. Astwood, Printer to Edward Jones Esq; for D. Browne at the Grey-Hen in Fleet-street. 1714.

THE PREFACE.

AS Conveyancing hath always been esteemed one of the most noble Branches of the Law, our Estates and Livelihoods being thereby secured to us and our Posterity in the surest Manner; to publish a compleat Work of the best Methods, Precedents and Instructions in the whole Course of that Business, is an Undertaking worthy a Genius of such a Performance.

This Consideration (with the good Reception my Court-Keeper *has met with) heightened my Ambition to be concerned in so useful and beneficial a Tract; wherein I have endeavoured to set all Obscurities in a clear Light, and have made use of such Methods and Instruments to accomplish the same, as will render it a Directory to all, even in the most difficult Matters, so as to draw any Deed or Conveyance in the most effectual Manner.*

You'll see these Volumes are not filled up with obsolete and antiquated Precedents, and any, whether good or bad, to add to their Bulk, as too commonly Books of this Nature are: But every Thing here you will find conformable to the modern Practice, and so well improved and clearly demonstrated, as to make them entirely useful.

This first Volume you may observe contains an Abridgment of the Law relating to Conveyancing, and all Deeds in general, with every Thing incident to them, which I have briefly and regularly collected from all the Books of any Significancy in that Head, and which may serve as a sufficient Instruction concerning the Legality of Deeds; And also all Manner of the smaller Sorts of Precedents, concluding with Settlements of Personal Estates, Annuities, Monies in Funds, &c. But neither these Precedents, nor those contained in my two last Volumes of this Work, are such as you meet with in the Works of other Persons, written in the Way of this Nature, which I have already written, unless it be some few absolutely necessary to make the same contain the utmost Variety a Work of this Nature will admit of.

The Second Volume comprehends Special Calls, Quirks, Adjustments, Mortgages, and great Variety of other Matters of Learning &c. the most extensive and difficult Parts that any Business of that Kind which occurs, will be with Ease dispatched by a right Application of these Precedents, which will not be a Work of much Difficulty.

The Third and Last Volume treats of Special Conveyances, Settlements, Uses, Wills, &c. wherein you will likewise meet with ample Instructions in the dispatching Business of that Nature, and have so clear and good a Notion of it, (that although it be the most extensive and difficult Part of Conveyancing) as to perform that Way to be attended with Success, and your self at the same Time applauded, as your Client is well secured.

I might say a great Deal more in Behalf of this Performance; but I shall only repeat, That as Conveyancing is a Business of great Importance, and the only Security of Mens Estates and Fortunes; I have taken the best Care to make every Thing clear, perfect and unexceptionable: And I presume to say (not without some Reason)

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THE ACCOMPLISH'D CONVEYANCER.

The Several Parts of a Deed.

The Premiss.

A Deed what.

The Sorts of Deeds, and how enabled, &c.

Grantees, they must each of them have an Original Deed.

The Deed-Poll is plain at the Top, and not indented; and both this sort of Deed, and the Deeds indented, may be made in the first Person thus: *Know all Men by these Presents, That I A. B. of*, &c. *have given*, &c. Or in the third Person thus: *This Indenture made*, &c. *Witnesseth, That* A. B. *hath given granted*, &c. and be good.

The several Parts of a Deed.

Deeds of Feoffment, Gift, Grant, Bargain and Sale, &c. by which Land is usually passed from Man to Man, have certain formal and orderly Parts which compose the whole, (*viz.*) The Estate; the Premisses, including the Grant, Exception and Recital; the *Habendum*; the Covenants and Terms of the Granting and holding of the Thing granted; and in this is included the Reservation, Condition, Warranty, *&c.* and the Conclusion, *In Witness*, &c.

The Premisses.

The Premisses, which is all the fore Part of the Deed to the *Habendum*. The Office of this Part of the Deed is to rightly name and set down the Grantor and Grantee, and Certainty of the Thing granted, either by express Words, and that which is certain in it self, or by that which by Reference may be reduced to a Certainty: And within this Part comes in the Exception and Recital, if there be any in the Deed.

The Recital.

The Recital, is the setting down or Report of something done before. Recital in granting a new Estate, where there is an old Estate in being of the Thing granted before, is not absolutely necessary but where the King is Grantor, and not in the Case of a common Person; nor is it needful where a Man is to derive a lesser Estate out of a greater, or to assign over a Term of Years that there should be any Recital of the former Estate,

then in being; but it may be omitted: Howbeit if you do recite it truly, it is best. And if you take upon you to make a Recital, you must take Care to do it exactly, and not misrecite or mistake, which may be dangerous: So if one grant a new Estate with Reference to the former Estate, the same Exactness is to be observed.

The Exception in a Deed is a Clause thereof, whereby the Feoffor, Donor, Grantor or Lessor, doth except somewhat out of that which he hath granted before by the Deed; and thereby the Thing excepted passeth not, but it is divided from the rest of the Things granted. The Exception.

The *Habendum* is that Part of the Deed which beginneth with, *To have and to hold*, the Office whereof is to limit the Estate to the Grantee. The *Habend'*.

The Reservation or *Reddendum* in the Deed is a Clause in the same, whereby the Feoffor, Donor or Lessor, doth reserve something to himself out of that which he granted before, and is commonly made by the Words, *Yielding*, *Paying*, *Doing*, *Reserving*, &c. and this doth always either reserve something which was not before, or abridge the Tenure of that which was before. The *Redd'*.

The Condition in a Deed is a Clause of Restraint, or a Bridle expressed, and annexed and joined to an Estate, staying and suspending the same, and making it incertain whether it shall take Effect or not. Condition.

And of these Conditions there are divers Sorts, for some of them are precedent to the Estate, and the Condition must be performed before the Estate can take Effect: And some are subsequent, that is, when the Estate is executed, but the Continuance thereof dependeth upon the Breach or Performance of the Condition.

Some of them also are in the Affirmative, that

is, consist of Doing; and some in the Negative, that is, they do consist of not Doing. Some of them also are Collateral, that is, when the Act to be done is a collateral Act to the Estate, as to pay 10 *l.* or the like; and some of them are Inherent, that is, annexed to the Rent or Estate.

Some of them are also Restrictive, and contain Matter of Restraint, as that the Lessee shall not alien, or not commit Waste: And some of them are Compulsory, as that the Lessee shall pay the Lessor a Sum of Money, or lose his Estate.

Some of them are Single, to do one Thing only; and some of them are Copulative, to do divers Things.

Some Conditions make the Estate whereunto they are annexed void, without Entry or Claim; Others make them voidable only by Entry or Claim.

Some Conditions tend to destroy Estates, and some to make or inlarge them; and some neither to make nor destroy, but to cleg Estates: As a Lease made rendring Rent, on Condition that if the Rent be not paid, the Lessor shall enter and keep the Land until the Rent be paid. And Conditions of all these Sorts may be good in a Deed.

Covenant. A Covenant in a Deed is the Agreement or Consent of two or more expressed therein, whereby either or one of the Parties doth promise to the other, that something is done already, or shall be done *in futuro*.

Covenants are some of them Real, which is, where a Man doth bind himself to pass a real Thing, as Lands or Tenements, or to levy a Fine of Land, *&c.* or when it doth run in Reality so with the Land, that he that hath the one hath the other, or he that hath the one must do the other; Or it is Personal, that is, when it doth run in the Per-

Personality, and not with the Land, but some Person in particular is to be charged with, or have Benefit by it, as when one doth Covenant to build or repair a House.

Covenants also are said to be either inherent, that is, such as are conversant about the Land, as that the Thing demised be quietly enjoyed, repaired, or the like: Or Collateral, that is, about some Collateral Thing which does not concern the Thing granted, as to pay Money, *&c.*

A Warranty in a Deed is a Clause or Covenant made in it by the one Party to the other, whereby the Party, Feoffor, Donor or Lessor, doth for him and his Heirs grant to Warrant, and secure Land, granted to the Feoffee, Donee or Lessee, and his Heirs during the Estate granted. Warranty.

Observations *and* Law Cases *relating to Deeds, in general.*

IT is necessary in the well making of a Deed that the following Rules be observed, *viz.* That it be written on Parchment or Paper legibly and formally; that the Persons that make the Deed be able and capable to make such a Deed absolutely, and not disabled by Law; that the Persons to whom the Deed is made be capable, and not disabled by Law to take the Thing given by the Deed; that the Thing granted, as also the Names of the Grantor and Grantee, be set down by sufficient Names, and well expressed in the Deed. Things to be done to perfect a good Deed.

If the Man that is to seal it be one that cannot read himself, that it be read, or the Contents thereof truly declared to him before sealing; that the Deed be then sealed by him that makes

makes it, or some other lawfully authorized by him; that it be delivered by the Party as his Act and Deed, or by some other, by Authority from him in his Name.

That the Foundation of the Deed be good and honest, and not to perfect any unlawful Contract made by Force or Fraud; and in some Cases, to make a Deed good, and an Estate pass by it, some other Ceremonies are to be used, as Inrollment, Livery of Seisin, &c. and in most Cases the Agreement and Acceptance of him to whom the Deed is made, is necessary: Of all which I shall say something in their proper Order.

Writing. And first, of the Writing of a Deed, which must be done upon Parchment or Paper, as has been before taken Notice of: It must be all written before it be sealed and delivered; for to insert any Thing in a Deed after it is sealed and delivered makes it void.

It may be written in any Hand, and in any Language. The writing crooked or beside the Lines will not prejudice the Deed, nor any Razure or Interlining made before the Delivery: But such Razure or Interlination, if it be in a material Place, ought to be taken Notice of by some Indorsement; nor will false *Latin* or *English* hurt a Deed, if the Sense and Mind of the Parties can be clearly discern'd by the Words. And if there be Abbreviations the Construction will not vacate its Force, as if one grant *tot' ill' Maner' de, &c.* If it be but one Manor the Words shall be taken for *totum illud Manerium*; and if two Manors then it shall be taken for *tota illa Maneria*.

The Matter written must, for the Substance thereof, be legal and orderly, and it is not material whether it be in the first or third Person,

so

so as the Words be aptly applied: Nor is it necessary that every Deed have all the Parts of a Deed before named, as the Premisses, *Habendum &c.* for a Deed may be good without any *Habendum*; so a Deed may be also good when the Parts of it are placed otherwise than as is before set down.

Deed good without *Habend'* or Date.

It may be good without a Conclusion; so it may be good without a Date, or if it have a false or impossible Date; in which Case the Time of Delivery will be the Time of Commencement. And if there be no mention made of the Sealing and Delivery, yet if in Truth it be sealed and delivered, and the Sealing and Delivery can be proved, it is good enough.

Parties.

As to the Parties that make the Deed they must be capable; that is, Persons natural Male or Female by Birth, as Native Subjects, Aliens naturalized, Corporations Sole, or Aggregate of many not forbid by Law, may by common Consent give or grant by Deed.

And Bastards, such as are deaf, dumb or blind, that have Understanding and sound Memory, although they cannot express their Intentions otherwise than by Signs; Drunken Persons, Excommunicate, Outlawed Persons, may make any Deed, as other Men may do; Joint Tenants, Tenants in Common, or Parceners, may grant away their Parts to Strangers.

But Persons attainted of Treason or Felony, or in a Premunire; Ideots, Madmen, Men deaf, blind and dumb from their Nativity; Women Covert without their Husbands, Infants, &c. cannot make good Deeds of Gift or Grant, or any Kind of Deed, except in some few Special Cases.

Generally he that is disabled to give or grant by a Deed, is disabled to take by a Deed; but in

Deed good without Habendum or Date.

in some special Cases, Persons attaint, Aliens, Infants, Women Covert, Ideots, and such like, it's said, though they cannot make a Gift or Grant, yet may have, or take by a Deed of Gift or Grant; but then some of those Deeds by themselves, and some by others, may be avoided. The Person to whom a Deed is made must be in being at the Time of the Deed made.

Thing granted.

The Thing to be given or granted by the Deed must be not only grantable in its own Nature, but grantable by him that doth grant it.

All corporeal and immoveable Things, such as are Houses, Lands, Woods, and the like, are grantable in Fee, in Tail for Life or Years.

Parties.

Also incorporeal Things, as Rents, Services, Advowsons, Presentations, Reversions, Remainders, Offices, Licences, Franchises, Commons, are grantable by Deed: Chattels real and personal, as Leases for Years present or to come, the Interest a Man hath in Land by Extent upon Statutes or Judgments, Oxen, Horses, Plate, Houshold-stuff, and the like are grantable; also Trees, Grass, Fruit upon the Trees, Wool upon the Sheeps Back, Tythes, Deeds, and almost all Things are grantable by Deed.

And some of these Things are grantable at the first in their Creation, but not assignable afterwards; and some of them are grantable and assignable over always.

And some Things may be granted entirely, but not in Part, and other Things may be granted either intirely or in Parts. And some Things that are incident to others are not grantable without the Thing to which they are incident.

A bare Possibility of an Interest, which is uncertain, a Rent, a Service, or other Thing that is wholly in Suspence, Things in Action, and

Things

Things of that Nature, as Causes of Suits, Rights and Titles of Entry; Things that are *feræ Naturæ*, as wild Conies, Hares, Deer, or the like, are not grantable at all by Deed; so neither are Trusts and Confidences of Lands or Goods.

Persons and Things described.

You must take Care that there be no mistake in the Names of the Persons and Things in your Deed, but be very exact and particular.

It is safe therefore to set down the Parties by their Names of Baptism and Sirnames, with sufficient Additions of Place, Estate, Degree, Mystery, or Occupation, to distinguish them from other Persons of like Name.

And for the Thing granted it is safe to set it down by apt and usual Names, and by such other Accidents and Circumstances as may certainly describe it, and distinguish it from all others. But Mistakes in this Case, unless they be very gross, will not make void the Deed.

Reading of a Deed safe.

If the Party that is to seal the Deed be a blind or illiterate Man, and he desire to hear the Deed read, or the Contents thereof declared to him, and it be not done, and he after seal and deliver the Deed, this is not a good Deed. And if upon or without any such desire, he to whom the Deed is made, or a Stranger read the Deed, or declare the Contents thereof falsly, and otherwise than they are, the Deed will be void, at least for so much as is mis-read, or mis-declared.

But if the Party himself that is to seal and deliver the Deed, before the sealing of it reads another that is a Stranger covinously to read it, or declare the Contents thereof falsly to the Purpose to make the Deed void, this will not hurt it.

And

And if the Party that is to seal the Deed can read himself, and doth not, or being an illiterate or a blind Man, doth not require to hear the Deed read, or the Contents thereof declared, in this Case albeit the Deed be contrary to his Mind, yet it is good.

Sealing. If a Stranger seal a Deed, by the Allowance, or Commandment Precedent, or Agreement Subsequent of him that ought to seal it, before the Delivery of it; this is as good as if the Party himself had sealed it.

And if the Party seal it with any Seal, or a Stick that makes a Print, it is good; for if so be to seal a Deed, and they seal all with one Seal, and with one Piece of Wax, if they make distinct and several Prints, this is good.

If a Writing be never so well written and delivered, yet if it be not sealed between the Writing and Delivery it is not a good Deed; but it is a good Deed, although it be not signed by the Party that does seal and deliver it.

Delivery. Delivery of a Deed is either actual by Deeds without Words, or Verbal by Words without Deeds; and by one of these Ways it must be made, otherwise let a Deed be never so well made and sealed, it will not be a good Deed.

And therefore, if the Party to whom it is made take it up, or get it into his Hands, it will be of no use to him.

A Deed may be delivered by the Party himself that doth make it, or by any other by his Appointment, or Authority Precedent, or Agreement Subsequent; and when it is delivered by another that hath good Authority, who doth persue it, it is as good as if it were delivered by the Party himself: But if he do not persue his Authority then it is otherwise.

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A Deed may be delivered to the Party himself to whom it is made, or to the Uses within mentioned, or to any other by sufficient Authority from him; or it may be delivered to any Stranger for, and in the Behalf, and to the Use of him to whom it is made without Authority: But if it be delivered to a Stranger without any such Declaration, Intention, or Intimation, except it be in Case where it is delivered as an Escrow, it is doubtful.

If the Delivery of the Deed be before or after the Day of the Date of the Deed, it is good enough; but if it be delivered before it be sealed, it is not good.

If after a Man has sealed a Deed he delivers it to him to whom it is made, or to some other by his Appointment, and say nothing, this is a good Delivery: So if I take the Deed in my Hand, and use these or the like Words, *Here take it, as this will serve, or I deliver this as my Deed, or I deliver this to you*; these are good Deliveries.

So if I make a Deed of Land to another, and being upon the Land, I deliver him the Deed in the Name of Seisin of the Land; so if a Deed be sealed and lying in a Window, or on a Table, and a Man uses these or the like Words, *There it is, Take it as my Deed*, these are good Deliveries, and good Deeds.

The Delivery of a Deed as an Escrow, is where one doth make and seal a Deed, and deliver it in apt Words to a Stranger until certain Conditions be performed; and then to be delivered to him to whom it is made, to take Effect as his Deed.

In such Case the Party will not have the Advantage of the Deed until the Conditions are perfor-

performed; But if you seal and deliver it to the Party himself, to whom it is made as an Escrow upon Condition, in this Case let the Words be what it will, the Delivery is absolute, and the Deed shall take Effect presently, and the Party is not bound to perform the Conditions.

Regularly there cannot be two Deliveries of one Deed, unless it be where the first Delivery is on Condition that a second Delivery be made; for where the first doth take any Effect at all, the second is void: But where it doth take no Effect at all, as before in Case of an Escrow, or is void by the first Delivery; as a Woman that hath a Husband doth seal and deliver a Deed, and when she is sole after her Husband's Death doth deliver the Deed again, by this Means the Deed is become good.

So where a Deed once good, afterwards becomes void by some Accident, as by the Breaking of the Seal, or the like; and the Party seal and deliver again, by this Means it is made good again: And if the Name or Mark be worn out it will be convenient to have it signed anew, though it will be good without it.

The Deed of a Corporation needs not any Delivery, but the putting the Common Seal gives it Perfection. *Davis Rep.* 44. Dean and Chapter, *Fern's* Case.

It was resolved in *Thoroughgood's* Case, 9 *Rep.* 136. that the actual Delivery of a Writing sealed to the Party, without any Words, is a good Delivery; so to deliver a Writing without saying, *As his Act and Deed.*

Lessee grants his Term by Deed, and seals it in the Presence of the Grantee, and of several other Persons, and the Deed was read, but not delivered, but left in the same Place, adjudged a good

good Delivery in Law. *Crok. Eliz.* 9. 7. *Shelton's* Case.

If a Writing be delivered to the Party himself sealed as an Escrow, to take Effect as his Deed on certain Conditions to be performed, this is his Deed presently; because delivered to the Party himself, and the Law rejects the other Words of Conditions to be performed. 9 *Rep.* 137. *Thoroughgood's* Case. *Hob. Wade* and *Blondell's* Case. But it is otherwise in Case of a Stranger. *Vid. Crok. Eliz.* 520. *Whydden's* Case.

If a Man seal a Writing and deliver it to a Stranger to deliver it to the Party to whom it is made after certain Conditions performed, if the Stranger delivers it before the Conditions performed, yet this is his Deed, and he is put to his Remedy against the Stranger. 9 *H.* 6. 37. *b. contra* 14 *H.* 6. 1.

A Deed may be well made, read, sealed and delivered, and yet may be void, or at least voidable for other Causes; as when it is injuriously gotten by Force, or dishonestly by Fraud, or upon some corrupt Agreement. Deeds void by Compulsion, Usury, Fraud.

As where one doth threaten another to kill or maim him, if he will not make him a Deed of Feoffment, Gift, Grant, Lease, Release, Obligation, *&c.* or doth imprison him 'till he make such a Deed, if it be not by due Process at Law, and thereupon he maketh such a Deed, this is not a good Deed to bind the Party that made it; but then it must be a Threatning of Life or Member, or Imprisonment, or beating it self to the Party himself, and not a Threatning to do his Wife, or any of his Family, or House, or Goods, hurt, for that will not make the Deed void.

A

A Deed made in Purſuit and Execution of a uſurious Contract, which is ſuch a Contract whereupon the Lender of Money is ſure to have for the Loan of it above the Principal, more than after the Rate of ſix Pounds *per Cent. per Annum*, is void.

A Deed made containing the Grant of any Thing, with Intent, and of Purpoſe to deceive and defraud one that ſhall afterwards buy the ſame Thing, is void as to him that ſhall buy the Thing. A Deed made of any Thing with Intent and Purpoſe to deceive and defeat Creditors of their juſt Debts and Duties, is void as to Creditors. A Deed made for the buying and ſelling of ſeveral Offices is void by the Statute of 5 *Ed. 6. cap.* 16.

And although a Deed be well made as to all the Particulars before mentioned, yet it may not be good for want of ſome other Matter, as Inrolment, Livery of Seiſin, or the like; for where theſe Things are requiſite the Deed of Feoffment or Grant, is not good until it be done; neither for that Thing which will not paſs without that Ceremony, nor yet for that which otherwiſe, had it been alone, might have paſſed by the Deed.

Where Eſtates paſs by Way of Uſe on Conſideration of Blood or Marriage, there it is uſual, at the End of ſuch Settlements to add a Covenant to ſtand ſeized, leſt any material Ceremony be omitted in the Execution of it.

Void by Diſagreement.

Where a Deed is made to a Man of any Thing without his Agreement, it is good, and doth veſt the Thing in him 'till Diſagreement: But when he comes to know it, he may refuſe it, and ſo make the Deed of no Force: As when a Leaſe for Years of Land, or Gift of Goods, or an Obli-

Obligation is made and delivered to the Use of one, and he when it is tendred to him doth refuse it, and disagree to the same, this is void. But when once the Party by his Acceptance and Agreement makes the Deed good, he can never after refuse it, and by Disagreement make the Deed void: And when by his Refusal and Disagreement he hath made the Deed void, there regularly he can never after by his Agreement make it good. But of this last, *Quære*.

Deeds voidable by Rasure, Interlineation, &c.

If a Deed be razed or interlined by a Stranger in a material Part, by this it's void. 1 *Rol.* Rep. 40. 11 *Rep.* 27. *Piggot's* Case.

If the Rasure be in a Place not material, it is not void by it. 1 *Leon.* 282.

If a Deed contain divers absolute and distinct Covenants, and any of the Covenants be altered by Addition, Interlineation, or Rasure, this Misfeazance *ex post facto* avoids all the Deed; for although they are several Covenants, yet it is but one Deed.

An Interlineation, without any thing appearing in the Deed contrary to it, will be presumed to be done at the time of the making the Deed, and not after it. 1 *Reb.* 22. *Trowel's* Case.

False Recital.

A. let Land to *B.* by Indenture dated *Febr.* 10. 27 *H.* 8. and after dies; and *C.* the Heir of *A.* by Indenture recites the said Lease, but does it wrong, (*viz.*) reciting this to be dated *Febr.* 10. 28 *H.* 8. and then lets it by the same Indenture to *D.* for Years to commence after the Expiration of the said recited Lease, and after the Sealing and Delivery of this last Lease, this Misrecital is razed, and made *Febr.* 10. 27 *H.* 8. according to the true Lease; but it's not known by whom it was done, and when. *Per Cur'*, This shall not avoid the Interest of the Estate for Years, altho' it

to shall avoid the Deed; and it's not necessary to shew the Deed for the Maintenance of the Estate, *Hill.* 19 *Car.* B. R. *Miller* and *Manwaring*.

A Deed well made, if it be, after the sealing and delivery of it, altered by Rasure, Interlineation, Addition, drawing a Line through the Words, tho' they be still legible, or by writing new Letters upon the old Letters in any material Part of it, by this it is made void. Or if after the sealing and Delivery the Seal happen to be broken off, or utterly defaced, so that no Print thereof remains; or if it be broken off, and glued or sewed on again, or the Wax heat and put on again, or the Label broken off and sewed on again; by whatever Means this be, unless it be by the Means that made the Deed, or happen to be broke in Court, by this the Deed is become void.

Deeds voidable by Rasure, Interlineation, &c.

Further Remarks on a Deed.

A Deed never so well written, and sealed and not delivered, is of no Force, for 'tis Delivery which gives Life and Strength to the Deed. *Co.* 2. 4. 5. *Perk. Sect.* 137. 9 *H.* 6. 37.

Both Grantor and Grantee are to sign and seal the Deed, otherwise it is void to those as omit signing.

But a Lessor sealing, and not the Lessee, is a good Deed, because that is the Original, and the other merely a Counterpart: And if there happen to be any Variance between the Original and Counterpart, the Counterpart must be amended, and made to agree with the Original, which only is binding.

A Deed is good without a Name or Mark, if duly sealed and delivered; but 'tis the best Way to have it signed: For such a Writing cannot be pleaded as a Deed, but as an Evidence only, or Proof of the Agreement therein. And the more Witnesses you have to a Deed, the less it is liable to Forgery.

All

All Deeds muſt be made upon a good and valuable Conſideration, either in Money, Service, Nature, Blood, *&c. bona fide*; And all Deeds whatſoever are moſt ſtrongly taken againſt the Grantors, *&c.* and for the Benefit and Advantage of the Grantees, *&c.*

All Deeds have Relation to, and take Effect from the Time of their Delivery, and not altogether from their Date, for the Time of the Delivery is always preſumed to be the Time of their Date, unleſs the contrary do appear: And hence it is, that if a Statute be acknowledged the 24th Day of *April*, and the Conuſee make a Releaſe of all Demands, dated the 23d Day, and deliver it the 25th Day, by this Releaſe the Statute is ſaid to be diſcharged. And if a Writing be dated in the Minority of an Infant, and is ſealed and delivered by him when he is of full Age; this is a good Deed, and will bind him. A Deed may be dated a reaſonable Time backward, but not any Time forward: And the firſt Deed and laſt Will ſhall ſtand in force.

A Deed made to a Man and his Heirs for Term of Years, will go to his Executors as a Chattel, and be void to his Heirs: And the contrary, if Lands be given to a Man and his Executors for ever, it will go to the Heirs as a Freehold, and be void as to his Executors.

A Deed made by ſeveral Perſons, ſome whereof have no Right, ſhall be good againſt him or them which have Right, but void as to thoſe which have no Right, and ſhall be taken only as the Deed of thoſe which have the Right.

A Deed made as a Feoffment, Indenture, *&c.* may paſs ſometimes as a Grant, Surrender, Deed Poll, *&c.* and be good.

And when a Deed may enure to divers Purposes, he to whom it is made shall have Election which Way to take it, that Way as may be most for his Advantage.

Pleading to a Deed, *&c.*

Where a Man is sued upon a Deed or Writing, if when the same is brought into Court it appears to want Writing, Sealing, or Delivery; or if it be not sealed, written, and delivered as it ought to be, he may take Advantage and plead *Non est factum*, that it is not his Deed.

So he may also, when upon Alteration or Rasure the Deed is become void.

So also where the Deed hath lost its Vertue, by the not reading or mis-reading it to an illiterate Person; or by Refusal or Disagreement.

But in all Cases where the Deed is only voidable at the time of the Pleading; as when it's sealed by an Infant or *per Duress*, or where the Obligation, *&c.* is joint, and but one of the Parties sued; in such like Cases the Party must avoid it by special Pleading, and pray Judgment if the Plaintiff ought to have his Action.

When a Deed is shewed in Court, it must remain there all that Term in the Custody of the *Custos brevium*: And when he that is Party or Privy in Estate or Interest, or one who justifies in the Right of him that is such Party or Privy, doth plead a Deed in any Court, altho' he claim but Parcel of the Original Estate; yet he must shew the Original Deed to the Court to approve it self: And the adverse Party may take any Advantage by it that it will afford him, whether it be upon a Condition, Limitation or Revocation, *&c.*

But Strangers to an Estate that are neither Parties or Privies, are not compellable to shew a Deed, tho' they make use of it.

If the Deed be denied, then it is to be kept in Court until it be determined. But

But if at the End of the Term the Deed be not denied, then the Law doth judge the Poſſeſſion of the Deed in him to whom it doth belong. *Co. Lit.* 225, 231, 267, 317. 10 *Co.* 92.

A Deed may be vacated in the Court of *Chancery*, when it appeareth that the Deed was obtained by ſome Fraud, Force, Circumvention; or when it doth appear to be forged, and the like. *Bro. fait* 38. *Crompt. Jur.* 29. 40.

Fraudulent Aſſurances or Conveyances of Lands or Goods to deceive Creditors ſhall be void, and the Creditors ſhall have Execution thereof, as if no ſuch Gift had been made, 50 *E.* 3. *c.* 6.

No Purchaſer can avoid a precedent Conveyance made by Fraud, but he that is a Purchaſer for Money or other valuable Conſideration paid; for tho' Conſideration of Blood be a good Conſideration, yet it is not ſuch a Conſideration as is intended by the Statute of 27 *El. c.* 4.

And the Statute of 27 *Eliz.* hath made voluntary Eſtates made with Power of Revocation as to Purchaſers, in equal Degree with Conveyances made by Fraud and Covin to defraud Creditors.

An Aſſignment of a Leaſe where the Aſſignor keeps Poſſeſſion is fraudulent, and ſuch Fraud may be averred. *Ventris Rep.* 1 *Part*, *fo.* 329, 337.

If a Man ſettles his Eſtate upon his Couſin by Fine and Recovery, and after ſell it to *J. S.* for a valuable Conſideration, the Settlement is fraudulent as to the Purchaſer. *Siderf.* 1 *Part*, *fo.* 133. *Prideaux verſus Langham.*

Obſervations *and* Maxims *relating to the particular Parts of a Deed, with Law-Caſes and Reſolutions thereupon.*

A Deed Poll.

AND firſt, a Deed Poll conſiſts but of one Part, which the Feoffee, Grantee or Leſſee, uſually hath: But the Deed indented conſiſts of more Parts than one, as *Bipartite*, when 'tis of two Parts; and there are two Parties to the Deed, and then commonly the Feoffor, Grantor or Leſſor hath the one Part, and the Feoffee, Grantee or Leſſee, the other Part. And ſometimes it is *Tripartite*, (*viz.*) when there are three Parties and three Parts, and then generally each Party hath a Part of the Indenture. And ſometimes it is *Quadripartite*, (*viz.*) when there are four Parties, or four Sets of Parties, and four Parts of the Deed. And ſometimes *Quinquepartite*, (*viz.*) when there are five Parties, and five Parts of the Deed. And ſometimes *Sextipartite*, (*viz.*) when there are ſix Parties, and ſix Parts of the Deed.

Principal and Counterpart.

And it is good and ſafe to have two Parts of a Deed, a Principal and Counterpart, and that each Party ſeal a Part to the other Party; yet if there be but one Part, and that Part be made in the firſt or third Perſon, and both the Parties do ſeal and deliver this Part one to another, this is of the ſame Force as if there were two Parts, and if there be mutual Covenants, each of them may ſue one another upon them: And where there are many Parties to a Deed, it is uſual for all the Parties to ſeal every Part of the Deed, eſpecially in Settlements where every Part is an Original, and there is no Counterpart.

A Deed

A Deed may be good without any Date, if the Sealing and Delivery and Time of doing it can be proved, as has been before obſerved: It may be alſo good, though it have a falſe Date; or an impoſſible Date, as the 30th of *February*, &c. And the Date may be either at the Beginning, or at the End of the Deed, and wherever it be put, it is ſafe to put down the certain Day of the Month, the Year of the King or Queen's Reign, and the Year of our Lord. Date.

The Names of Perſons in Deeds are to be ſet down to diſtinguiſh and to make the Perſon intended certain; and tho' Defects or Miſtakes herein, except they be very groſs, will not hurt, yet it is beſt and moſt ſafe to deſcribe the Perſons Parties to the Deed by all their true and proper Names of Baptiſm, Sirnames, or at leaſt by the Names they are uſually called, if their Names cannot be rightly known; and by their Additions of Honour (if any), Place, Pariſh, County and Calling. Parties.

As to the Conſideration of a Deed, it is to be noted, That a Deed of Feoffment, Gift, Grant, Leaſe, Releaſe, Confirmation, Surrender or Exchange, may be good, tho' there be no Conſideration ſet down, as will be explained in what follows. Conſideration.

But a Deed of Bargain and Sale, and a Deed of Covenants to raiſe Uſes, muſt have a Conſideration in it.

And where a Conſideration is neceſſary, it is either of Blood or the like, or it is of Money or Money's Worth, as of Cattle, Land, Corn, or any other valuable Thing.

The Conſiderations following are generally uſed:

As for Moneys paid, or ſecured to be paid.

For natural Love and Preferment of Children. For Settlement in the Family and Blood. For assuring Lands in Jointure before or after Marriage. Towards Performance of former Covenants. For Payment of Debts, and the like.

Where a Consideration is necessary, if it be but Five Shillings, it is as good and effectual in Law as if it were an Hundred Pounds.

It is further to be observed, That if one make a Deed of Feoffment, Bargain and Sale, Gift or Grant of Lands to a Stranger without any Consideration at all, and it is not agreed or declared to what Use or Intent it shall be, then it shall be to the Use of him that makes the Deed, and the other Party will have no Benefit by it.

So if a Lessee for Years assign away his Term without Consideration, it shall be to the Use of the Assignor.

But if any Consideration of Money or other Thing be paid or given for it, or if any Rent be reserved upon the Deed which amounts to a Consideration in Law, it shall vest the Land in the Feoffee, Grantee, *&c.*

And so where any Tenure is reserved, there the Use will arise: Therefore Gifts in Tail, and Leases for Lives and Years, are good to all Purposes, especially if any Rent be reserved upon them, altho' they be made without any Consideration.

So also are Exchanges, Confirmations, Surrenders, and Releases: So are all Deeds of Gift and Grant for Goods or Cattle.

Also in a Deed of Land, if there be Uses expressed, as, *To have and to hold to the said* A. B. *and his Heirs*; *To the Use of him the said* A. B. *and his Heirs*; there he shall have the Use also, altho' no Consideration be given for it.

Yet it is safest to express some Consideration; and

and though it be but ſmall, if really paid, it will be effectual in Law.

In this Part of the Deed all that is to be conveyed muſt be ſet down; for if any Thing more be put down in the *Habendum* than is in the Grant it will not paſs; for only what is mentioned in the Grant will paſs. Grant.

The Order generally obſerved in ſetting down the Particulars of the Grant, are as follows, *viz.* The more worthy Things before the leſs worthy; as a Mannor before Meſſuage, a Meſſuage before Land, Arable Land before Meadow, and Meadow before Paſture, *&c.* General Things before Special Things: And particular Things after this Order, a Meſſuage, a Toft, a Mill, Barns, Outhouſes, Gardens, Orchards, Arable Land, Meadow, Paſture, Wood, Furzes, and Heath, Commons, and Rents. But this Regularity is not neceſſarily required; for it is good in Law, though it be otherwiſe placed.

If there be a Certainty in the Thing granted, as it is deſcribed, and it can by any circumſtantial Matter within the Grant be found out, altho' there be not an orderly and formal Deſcription of it by the Quality of the Thing, the Boundaries, *&c.* yet the Deed herein may be good, and the Thing may paſs.

But however, let the Things granted be carefully ſet down, and certainly deſcribed by the Quality, Quantity, and Situation thereof, and any thing elſe that may aſcertain it; for if any Thing granted be altogether incertain, and not reducible to a Certainty, the Grant will be void for that Part, and nothing will paſs.

Any Thing may be granted by the Name whereby it is, and hath been uſually called of later Times, as within this nine or ten Years, al-

beit it be an improper Name, or not its firſt or true Name.

By the Grant of any Houſe, Land, or like Thing in Poſſeſſion, the Reverſion thereof, and the Rent reſerved upon any Eſtate thereof made, will paſs; but by the Grant of a Reverſion the Poſſeſſion will not paſs.

In Caſe where a Man hath not all the Deeds with the Land in his own Cuſtody, it is uſual after the Grant of the Things in particular, before the general Words. And all Houſes, *&c* to interpoſe by Way of Recital from whom the Lands came to him that makes the Deed; that the Grantee may be able to make his Title to it by this Means, if he have Occaſion.

But great Care muſt be taken where any ſuch Recital or Reference be made, that it be truly and rightly done, otherwiſe it will do more hurt than good: And the Deed is good without any ſuch Recital or Reference.

It is beſt and ſafeſt rather to have too many general Words than too few.

The Words, and all the Eſtate, *&c.* are uſed when he that makes the Deed doth part with all his Eſtate, and not when he doth only grant a leſſer Eſtate out of a greater Eſtate.

As to the Grant of Deeds, they will follow the Land, and without granting of them to the Purchaſer, he will have them; yet it is not amiſs to put them in the Grant; for a great deal of Caution cannot hurt.

A Purchaſer ſhould have all the Deeds; unleſs the Seller have more of the ſame Land; and then it is reaſonable to keep them to defend the Title of his own Land.

Grant of a Principal will paſs the Incident without the Words *cum pertinen'*; as by Grant of

of a Manor the Court Baron will paſs: By the Grant of a Ground, a Way to it: By the Grant of a Rectory or Parſonage, the Houſe, Glebe, Tythes and Offerings: By the Grant of Mills, the Water and Floodgates, and all Conveniences belong to it: By the Grant of Trees or Mines, Power to cut them down and dig them, will paſs by Implication of Law, *&c.*

A Grant of a Mannor without the Words, *cum pertinentiis*, will nevertheleſs paſs all Things belonging and appendant to the Manor, as the Demeſne, Rents, Services, Lands, Meadows, Paſtures, Woods, Commons, Advowſons, Courts Baron and Perquiſites, *&c.* All Things that are in Truth, Part or Parcel of the Manor at the Time of the Grant.

The ſame by Grant of any other Thing.

A Grant of a Farm will likewiſe paſs all Lands belonging to it as a Manor: But a Grant of a Meſſuage, or of a *Meſſ. cum pertin'* will only paſs the Houſe, Outhouſes and Gardens.

The Words given and granted in a Deed may amount to a Gift, Grant, Feoffment, Leaſe, Releaſe, Confirmation or Surrender: And the Perſon to whom ſuch Deed is made may uſe it to which of the Purpoſes he pleaſes, that which will tend moſt to his Advantage.

All things whereof thereway be Aſſured

The Word Hereditament in a Deed includes all Things which may be inherited, and Tenement comprehends [illegible] Land includes all Ground of what Nature or Quality ſoever.

If a Grant be made of a particular Sort of Land, as of Paſture, *&c.* then no other Sort of Land will paſs, let the Words be what they will which follows.

A Grant of Trees doth not paſs the Soil and Herbage, nor Apple Trees and Underwood.

So

So alſo a Grant of Woods and Coppice, wherein the Words, with free Entry for felling, *&c.* are mentioned, doth not paſs the Soil and Herbage, but if thoſe Words, *free Entry*, &c. be omitted *contra.*

The Word *Profits*, makes every Thing paſs as appertains to the Things granted, if Livery and Seiſin be made; as by a Grant of the Profits of Twenty Acres of Land, the Veſture, Herbage, Warren, Trees, Mines, *&c.* do paſs.

Grant of all Deeds or Muniments, will paſs all Manner of Conveyances and Writings.

Grant of all Goods will paſs all moveable and immoveable, perſonal and real; as Horſes, Beaſts, Plate, Jewels, Houſhold-ſtuff, Money, Corn, and Corn growing on the Ground, Obligations, and Bills, but not the Debts due on ſuch Obligations or Bills.

Grant of all Chattels paſſes as much as all Goods, and alſo Leaſes for Years, Rents, Statutes, *&c.* but no Freehold will paſs thereby.

Utenſils is only Houſhold-ſtuff, and does not include Plate, Jewels, and the like.

Grant of a Man, and all his Right, Title and Intereſt of, and in the Land, paſſes as much as he is able.

Grant of all Lands or Goods paſſes only ſuch Lands or Goods, as the Grantor was poſſeſſed of at the Time of the Grant, and not what comes to him afterwards.

Grant of a Mannor or Lands in one Pariſh will not paſs what may belong to it in other Pariſhes; but the Words *cum pertinen'*, without naming in what Pariſhes, includes all belonging to it.

Grant of all Lands in the Occupation of any Perſon, paſſes all in his Poſſeſſion, whether he holds it by Right or Wrong.

A

A Grant of all Lands in a Pariſh mentioned to contain but Ten Acres, if the Land in Truth be Twenty Acres, there all will paſs, notwithſtanding the Miſtake in the Number of Acres.

As for the Exception, that muſt be out of the general Grant, and muſt be of a particular Thing out of a general Thing; as if your Grant be of a Meſſuage, then ſay, *Except ſuch a Room*, &c. or any other Part; but the Whole cannot be excepted, unleſs it be for Part of the Term, and then it cannot be done regularly neither. Exception.

All Exceptions muſt be certain and particular of Things ſeparable from the reſt, and may be good in any Part of the Deed, tho' the uſual Place is juſt following the Grant, and before the *Habendum*,

As in the Grant of a Principal, the Incident is implied; ſo in the Exception of a Principal all Things incident or appendant to it are likewiſe implied: As by Exception of Trees a Man has likewiſe Liberty to fell and cut them down, *&c.* without particular mention of it in the Deed.

Exception of Timber and Wood determines the Herbage and Soil in the ſame Manner, as does the Grant of ſuch Things.

Exception with[illegible] a Term, or the Word, *Heirs*, implies only for the Life of the Grantor, or during his Eſtate; in like manner as in caſe of ſuch a Grant.

Leſſee for Life makes a Leaſe for two Years, excepting the Woods, Underwoods and Trees, *&c.* it is a good Exception, though he had not any Intereſt in them, but as a Leſſee, becauſe he remains always Tenant, and is chargeable in Waſte; but if a Leſſee for Years aſſigns over his Term, without ſuch an Exception, it is void.

Croke

Croke Jac. 296. *Bacon* and *Kirling*. *Sanders's* Case, 41 *Eliz.*

An Exception that croſſeth the Grant is void. As if a Man bargain and ſell all his Land (except ſuch as he ſhould after deviſe) the Exception is void. *Hob. p.* 53. Sir *J. Shirley's* Caſe.

An Exception out of an Exception may be good: As if one lets a Rectory for Years, excepting the Manſion-Houſe of the Rectory, ſaving to the Leſſee ſuch a Chamber, it ſhall paſs; for it is an Exception out of an Exception, and a Saving out of a Saving, makes it as if it had never been excepted, and then it paſſed by Force of the Leaſe at firſt. *Croke Eliz.* 372. *Leigh* and *Shaw*.

Exception muſt be of ſuch a Thing as may be ſevered from the Grant, as has been before obſerved; and therefore, if I let my Rectory, excepting the Glebe, it's a void Exception; ſo a Leaſe of a Manor, excepting the Demeſnes, is void; for a Rectory cannot ſubſiſt without Glebe, nor a Mannor without Demeſnes. *Winch, p.* 23. *Maybye's* Caſe.

Habendum. The *Habendum* properly is placed next to the Grant, but if it be placed any where elſe in the Deed it is good in Law; and this Part of the Deed is to limit the Certainty of the Eſtate.

And it doth ſometimes qualifie the general Implication of the Eſtate, which by Conſtruction and Intendment of Law paſſeth in the Premiſſes; and the Premiſſes may be enlarged by the *Habendum*, but not abridg'd. *Noy. pag.* 54.

The *Habendum* muſt not be repugnant to the Premiſſes; if it be, it is void, and the Deed will take Effect by the Premiſſes; that is, the precedent Eſtate given by the Premiſſes ſhall ſtand, and the Eſtate by the *Habendum* ſhall be void;

as

as where a Feoffment is made to one and his Heirs by the Premiſſes of the Deed, *Habendum* to him and his Heirs during the Life of another Perſon; or if the Feoffment be made to one and his Heirs by the Premiſſes of the Deed, *Habendum* to the Leſſee for the Term of his Life: Now theſe Words of Limitation during Life, as aforeſaid, are void Words, becauſe the *Habendum* is repugnant to the Premiſſes. *Landlord and Tenant, pag.* 139.

A Deed may be good, and an Eſtate paſs by it without any *Habendum* at all; for if a Man grant by Deed Land to one, and his Heirs, this is a good Fee Simple.

And if one grant Land to another, and ſay not for what Time, this is a good Eſtate for Life of the Grantee, if duly executed with Livery of Seizin; but otherwiſe an Eſtate at Will only.

Although the Name of him that is to take by the Deed be not neceſſary to be ſet down again in the *Habendum*, if he be well named in the Premiſſes of the Deed, yet it is beſt to inſert him again here: So for the Term in Leaſe for Years it is beſt to ſet down a certain Time for the Beginning and the End of it; and ſo a certain Number of Years will be rightly underſtood: And if any Thing be excepted in the Grant it is neceſſary to take Notice of it in the *Habendum*.

The Words, *Heirs* and *Succeſſors*, in the *Habendum*, makes a Fee-Simple, but not otherwiſe, unleſs it be to the King, where a Grant to him, and no more creates a Fee Simple, but in any other Perſon it creates only an Eſtate for Life.

If one give or grant Land to another, to hold to him and his Heirs, Males and Females, in both theſe Caſes there is a Fee Simple; but otherwiſe it is when theſe Words are in a Will, for then it is but an Eſtate in Tail only.

A

A Grant of Land, to hold to him and his right Heirs: If one make a Feoffment in Fee to the Use of himself for Life, and after his Death to the Use of his Heirs, in both these Cases he has a Fee Simple: So if one grant Land to the Wife of *A. B.* to hold to her for Life, and after to *A. B.* in Tail, and after to the right Heirs of *A. B.* by this *A. B.* hath a Fee Simple.

If Lands be given or granted to a Man, to hold to him and to the Heirs of his Body, or the Heirs Male of his Body, or the Heirs Females of his Body, by this the Grantee hath an Estate Tail: So in Case of the Heirs, Males or Females begotten on the Body of a Wife, or on the Bodies of both Husband and Wife, an Estate Tail is created.

An Estate limited to Heirs, Males or Females, of the Husband [redacted] begotten on the Wife, in such Case the Man hath an Estate Tail, and the Wife only an Estate for Life.

And if Lands be given to a Man, *To hold* to him and his Heirs on the Body of his Wife begotten, the Husband hath an Estate Tail, and the Wife hath nothing.

Lands given to a Man and his Wife, *To hold* to them and the Heirs Males or Females of their two Bodies begotten; by this they have both an Estate Tail.

So if Lands be given to a young Man and Woman unmarried, *To hold* to them and the Heirs of their two Bodies; by this each of them hath an Estate Tail, and if they marry, their Heirs may inherit it.

Lands given to a Wife, and the Heirs of her late Husband begotten on her Body, and there be Son and Daughter; by this the Wife hath an Estate for Life, and the Son an Estate in Tail,

and if he die without Iſſue, it will go to his Siſter *per formam Doni.*

Lands given to a Father and the Heirs of his Body begotten: hath an Eſtate Tail, and the Father only an Eſtate for Life.

Lands given to a Man and his Wife, and the Heirs of the Survivor of them; the Survivor, after the Death of the other, has an Eſtate Tail.

Lands granted to two Perſons, whether they be Kindred or not, and to the Heirs of their Bodies begotten; they have joint Eſtates for their Lives, and the Survivor will have the Whole for his Life, and afterwards the Heirs of both have Eſtates Tail, and will enjoy each their Moiety.

Lands granted to Husband and Wife, and the Heirs of the Wife upon her Body begotten by the Husband; by this he hath an Eſtate for Life only, and his Wife hath the whole Eſtate Tail.

Lands given, *To hold* to a Man and his Aſſigns, or to a Man only, and not mentioning what Time, and Livery and Seiſin made, creates an Eſtate for the Life of the Donee; but if no Livery and Seiſin be made, then it creates only an Eſtate for the Term or Eſtate of the Grantor, if he be a Leſſee; and if he be not a Leſſee, only an Eſtate at Will of the Grantor.

Lands granted to a Man, *To hold* for ever, is only during his Life by Deed, for 'tis the Word *Heirs* makes it a Fee-Simple. But ſuch a Bequeſt by Will may extend to the Heirs alſo.

Leaſe granted, *To hold* from the Date, begins the next Day after; but if it be, *To hold* from henceforth, it commences from the very Day of the Date: and if no Time be mentioned for its Commencement, then it's underſtood to have Beginning from the Time of Delivery.

A Leaſe granted, *To hold* for three Years, and

ſo

ſo from three Years to three Years during the Life of the Leſſor, with Livery and Seiſin, may be good during the Leſſor's Life; but without Livery of Seiſin it is only an Eſtate for [illegible] or nine Years at furtheſt.

A Man poſſeſſed of an Eſtate for a Term of Years, grants it to *A. B. To hold* to him for his Life, and after his Deceaſe to remain to *C. D.* In this Caſe the whole Term is granted to *A. B.* and his Executors and Aſſigns ſhall have it, and not *C. D. Contra* by Will. And if one give or grant to another his Horſe, or his Books, *&c.* for Life, and after his Deceaſe to remain to another; the Remainder is void, and the firſt ſhall have it for ever, for the firſt Gift or Grant of ſuch a Thing for an Hour is a Gift of it for ever. *Contra* in Freeholds.

Habendum's, and all other Parts of a Deed, ſhall be taken ſtrongly againſt the Grantor, (and for the Grantee, yet ſo as it ſhall be conſtrued as near to the apparent Intent of the Parties as may be.

Reddendum.

The next Thing is the *Reddendum*, which reſerves ſome new Thing to the Grantor, and is made by the Words, *Yielding*, *Paying*, *Doing*, *Reſerving*, &c.

And reſerves what was not before, or abridges the Tenure of what was before; and it is termed an Adjunct proper to the Conſequence of Inſtruments, and is generally the Reſervation of a Rent, Suit or Service, if any Thing be reſerved. *Weſt. Symb. Lib.* 1. *Sect.* 55.

If a Rent be reſerved, it muſt be out of a Meſſuage, and where a Diſtreſs may be taken, and not out of a Rent. *Noy* 69.

And the Heir ſhall not have that which is reſerved, if it be not reſerved to him by ſpecial Words. *Noy* 70.

If a Man makes a Feoffment of Lands, and reserves any Part of the Profits thereof, as the Grass, or the Wood; that Reservation is void, because it is repugnant to the Feoffment. *Ibid.*

Any Estate in Fee, for Life or Years, may be good without any Reservation of Rent, except it be in case of Leases made by Tenants in Tail of their intailed Land, Husbands of their Wives Land, and Clergy-Men of the Church Land.

The Reservation must be of another Thing than what is granted, as of a Rent or Profit issuing out of the Thing granted, and not any Part of the Thing it self granted: Nor can it be reserved out of any other Thing than the Thing granted, or some Part thereof.

This Reservation must be out of Lands, Houses, or some such like corporeal Thing, and cannot be made upon Fairs, Tythes, or any such like incorporeal Thing; nor can any one Rent be reserved out of another.

And the Reservation must be made to him that maketh the Deed, or to one of them at the least where there be two or more Grantors, for it cannot be made to one that is a Stranger to the Deed.

Note further, it is said, That a Reservation is always taken most in Advantage of the Feoffee, Grantee, Lessee, *&c.* (but yet so as the Rent be paid during the Time;) so that if the Reservation be only to the Feoffor, Grantor, Lessor, *&c.* and his Heirs, Executors, *&c.* left out, this Reservation shall continue only for the Life-time of the Grantor, *&c.* and shall determine with his Death: And the same Law is where the Reservation is in the Disjunctive, as to the Feoffor, or his Heirs, it shall continue only for the Feoffor's Life.

But if the Leſſor or Feoffor be ſeized in Fee and make a Leaſe or Feofment, reſerving Rent to the Leſſor or Feoffor, or his Heirs or Executors, during the Term, it is a good Reſervation during that Term. *Co. Lit.* 47. 5 *Co.* 111. 8 *Co.* 71. 10 *Co.* 106.

Yet in ſuch Caſe, if the Words, *his Heirs*, &c. be left out, tho' the Words, *during the Term*, be added, it ſhall only continue during the Life of the Grantor: But if he was poſſeſſed of a Term only, and make an Under-Leaſe or Aſſignment, *Quære.*

If the Reſervation be, *Yielding and paying ſo much Rent*, without more Words, it ſhall be taken for the whole Time of the Eſtate, and go to him in Reverſion accordingly.

And if it be, *Rendring ſo much Rent during the ſaid Term*, and doth not ſay to whom, it ſhall extend to him in Reverſion during the Term. *Vide Dyer* 45. *Plow.* 171. 21 *H.* 7. 25. 27 *H.* 8. 19.

If a Rent be reſerved during the ſaid Term, omitting the Word *Yearly*; yet it ſhall be taken to be Yearly during the Term.

If a Leaſe be made in *June*, rendring Rent at *Lady-day* and *Michaelmas*; tho' *Lady-day* be firſt named, yet the firſt Payment ſhall be at *Michaelmas* next after the making of the Deed. 5 *Co.* 111. *Co. Lit.* 217.

If the Rent be to be paid at *Lady-day*, or within 20 Days after, the 20th Day ſhall be taken exclusive; but if it be ſaid *by the Space of Twenty Days after*, it ſhall be taken inclusive. 10 *Co.* 106.

If two Tenants in Common reſerve 20 *s.* Rent upon a Leaſe, it ſhall be but one 20 *s.* and not two 20 *s.* and ſo of the like. 10 *Co.* 106. *Plow.* 171, 289.

And if Jointenants reſerve Rent upon a Leaſe

to one of them, it ſhall go to them both: But if Tenant for Life, or he in Reverſion, join in a Leaſe for Life or Gift in Tail by Deed, reſerving a Rent, it ſhall enure to the Tenant for Life only during his Life, and after to him in Reverſion. *Co. Lit.* 214.

Reſervations of Rent muſt be preſent, and not *in futuro*; muſt be of Money, or ſome Goods or Chattels in Lieu of it, and not of any Profit of the Land, as the Herbage, *&c.* muſt be to a Man's Self as makes it firſt, and afterwards it may be to others: May be for paying one Rent one Year, and another Rent another Year, or to pay it once in 2 or 3 Years, *&c.* And in all theſe Caſes it will be good, otherwiſe it will be void.

A Condition is ſaid to be, when any Thing is referred to any incertain Chance, which may happen or not happen, and may be annexed to any Eſtate, whether in Fee-Simple, Fee-Tail, for Life or for Years. Condition.

A Deed without a Condition in it, is as good as a Deed with a Condition: And where a Condition is neceſſary, it may be placed in any Part of the Deed and be good, tho' the moſt uſual Place for it is after the *Habendum & Reddendum*, if any, or at the latter End of the Deed.

It may be contain'd in the ſame Deed by which the Eſtate is made, or it may be contain'd in another Deed ſealed and delivered at the ſame Time when 'tis properly called a Defeazance; but it cannot be made nor reſerved unto one that is a Stranger to the Deed, for it muſt be made by and reſerved to one of the Parties that are Grantors in the Deed.

The Matter of your Condition muſt be lawful and poſſible to be done, and conſiſting with the Grant; for if it be unlawful or impoſſible to be

done, or repugnant to the Eſtate, or incongruous in Reaſon, with Reference thereto, it is void, and ſometimes may make the Eſtate void alſo.

And there are two Sorts of Conditions, one expreſſed by Words, of which I have been upon already, and is called a *Condition in Deed*; the other implied by Law, and called a *Condition in Law*.

A Condition in Deed, or expreſs Condition, is knit and annexed by expreſs Words to the Leaſe or Grant: For Example; If I make a Leaſe for Years, reſerving Rent to be paid at ſuch a Feaſt, upon Condition, That if the Leſſee fail of Payment at the Day, that then it ſhall be lawful for me to re-enter.

A Condition implied, or Condition in Law, is when a Man grants to one the Office, to be Keeper of a Park, Steward, Bayliff, or ſuch like, for Term of Life; here the Law implieth a Condition, That if he doth not truly and faithfully execute his Office, then it ſhall be lawful for the Grantor to diſcharge him thereof.

And where an Eſtate is made for Life or Years of Land, there is a tacit Condition implied, That if the Leſſee commit Waſte, or makes a Feoffment of the Land, he forfeits his Eſtate, and the Leſſor ſhall enter.

And all Conditions are either precedent and going before the Eſtate, and are executed; or elſe they are ſubſequent and following after the Eſtate, and are to be executed.

The Condition precedent doth gain the Thing or Eſtate made upon ſuch Condition, by the Performance of the ſame: As when an Eſtate is made to a Man for Life, upon Condition, That if the Leſſee for Life will pay to the Leſſor ſuch a Sum of Money at ſuch a Day, then he ſhall have

Fee-Simple. Here the Condition precedes, and goes before the Eſtate in Fee-Simple, and upon Performance of the Condition, the Leſſee doth gain and get the Fee-Simple, if Livery and Seiſin were made. *Co. Lit.* 201. 8 *Co.* 43.

A Condition ſubſequent doth keep and continue the Thing or Eſtate made upon Condition by the Performance thereof: As when one grants to *A. B.* his Manor of *G.* in Fee-Simple, upon Condition, That the Grantee ſhall pay to him at ſuch a Day ſuch a Sum, or elſe that his Eſtate ſhall ceaſe. Here the Condition is ſubſequent, and following the Eſtate in Fee-Simple, and upon the Performance thereof doth preſerve and continue the Eſtate.

A ſubſequent Condition is to be taken ſtrictly, and muſt have proper Words, but a precedent Condition may not. *Lit.* 330. 1 *Inſt.* 103. *Lit. Sect.* 301. *Jones, Spring* and *Ceſar, fol.* 389.

If an Eſtate be made, and the Condition be againſt Law, the Eſtate is good, and the Condition void. *Noy, p.* 78.

If the Condition of an Obligation be, That if a Man uſe any Trade, then if the Obligor upon Requeſt do pay 20 *l.* to the Obligee, the Bond ſhall be void. This Condition is againſt Law, for a Man may not be reſtrained from his Trade and Livelihood. *Mich.* 43 & 44 *Eliz.* between *Colgar* and *Batchelor, Cro. Eliz.* 872.

Conditions impoſſible are void, and the Eſtate good. *Ibid.*

A Condition for doing a Thing evil in it ſelf is void, and makes the Obligation void alſo. *Co. Lit.* 206. *b.*

Conditions precedent or ſubſequent to the Eſtate, are or may be Affirmative, Negative, Collateral, Inherent, Reſtrictive, Compulſory, Single,

Copulative and Disjunctive, and make the Estate whereto they are annexed void without, or voidable by Entry or Claim, and tend to make and enlarge, or destroy, or to clog Estates.

For the most part, Conditions have Conditional Words in their Beginning, as, Provided always, *Sub Conditione*, *&c.* And when the Word *Proviso* maketh a Condition, it must have these three Qualities.

It must not depend upon another Sentence, or have Reference to any other Part of the Deed; for if it do, then it is but a Qualification or Limitation of the Sentence, or of that Part of the Deed: As,

Provided that the Person of the Grantee shall not be charged, *&c.*

It must be the Word of the Bargainor, Feoffor, Donor, Lessor, *&c.*

It must be Compulsory, to inforce the Bargainee, Feoffee, Donee, Lessee, *&c.* to do an Act: If it compel the Feoffor, *&c.* to do something, then it is only a Covenant.

And where these Things concur in a *Proviso*, it doth make a Condition in whatsoever Place it is inserted.

Sometimes the Word *Provided* doth make a Condition, sometimes a Covenant, sometimes an Exception; sometimes it is taken for a Reservation, and sometimes for an Explanation. As for Example:

When a Lessor letteth Lands, provided that the Lessee shall not alien without the Assent of the Lessor, under Pain of Forfeiture: Here it is a Condition.

If a Man lease a House, and the Lessee covenant that he will repair it, *Provided* always the Lessor is contented to find the great Timber: This Proviso is a Covenant.

If

If a Man leaſe his Houſe to another, *Provided* he will have a Chamber thereto belonging to himſelf: This *Proviſo* is an Exception of the Chamber.

If I make a Leaſe of Lands, rendring Rent at ſuch Feaſts as another ſhall name, *Provided* that the Feaſt of St. *John Baptiſt* ſhall be one: Here the *Proviſo* is taken for a Reſervation. 2 *Co.* 70. *Poph.* 117, 166. *Goldsb.* 130. *pl.* 27.

If a Man have two Manors, both of them named *Dale*, and he leaſeth his Manor of *Dale* to one, *Provided* that he ſhall have the Manor of *Dale* in the Occupation of *A. B.* This *Proviſo* is an Explanation.

The Word *Si* doth not always make a Condition, for ſometimes it makes a Limitation, as when a Leaſe is made for Years if ſuch a one lives ſo long.

And many times in Leaſes for Years, Conditions are made without any of theſe formal Words: As where the Leſſee covenants, That if he, his Executors, *&c.* ſhall alien, *&c.* that then it ſhall be lawful for the Leſſor to re-enter; or if it happen the Rent be behind, that the Leaſe ſhall be void.

Or otherwiſe, It is agreed between the Parties, that if the Leſſee do not pay a Sum of Money to the Leſſor at ſuch a Time, that from thence forth the Leaſe ſhall be void: And the like, Or that it ſhall not be lawful for the Leſſee to alien without Licence of the Leſſor, under Pain of Forfeiture.

But in Caſes of Feofments in Fee, Gifts in Tail, and Leaſes for Life, the preciſe and formal Words of a Condition are requiſite. *Co. Lit.* 204. *Dyer* 65, 138.

Tenant by Courteſy, Tenant in Tail after Poſſibility of Iſſue extinct, Tenant in Dower, Tenant for Life, Tenant for Years, by Statute or *Elegit*, do

do hold their Estates subject to a Condition in Law; so that if either of them alien his Land in Fee, or claim a greater Estate in a Court of Record than his own, he doth forfeit his Estate, and he in Remainder or Reversion may enter. *Co. Lit.* 233. 8 *Co.* 44.

Such Conditions annexed to Estates as go in Defeazance, and tend to the Destruction of an Estate, are taken strictly, and shall not be extended beyond their Words, unless it be in some special Cases. *Co. Lit.* 219. 8 *Co.* 90.

If the Time of performing a Condition be limited, it must be duly observed; but if no Time be set down for the doing of it, there regularly the Party that is to do the Thing shall have Time to do it during his Life, unless he be requested to do it by the other Party, and fixes the Time upon his Request, then it must be done at that Time; and if upon his Request he fixes no Time, it must be done in a convenient Time after the Request; and in these Cases, the Condition cannot be broken without Request. See *Perk. Sect.* 155, 779, 787, 788, 789, *&c. Dyer* 311. 2 *Co.* 79. 6 *Co.* 51. *Co. Lit.* 208, 209, 219.

And in case where a Place is set down for the doing of the Thing, it must be done at that Place, unless the Parties afterwards agree and appoint another Place, otherwise the Condition is not performed, and the Parties are not bound to attend in any other Place.

But where there is no Place set down, and the Thing to be done be a corporal Service, as to pay Money or the like; the Party to do it must at his Peril seek out the Person to whom it is to be done, if he be within the Kingdom, otherwise not.

And if the Thing to be done be local; that is,

ſuch a Thing as muſt be done in or at a Place certain, as the making of a Feoſment of Land, Payment of Rent, or the like; in ſuch Caſe the Thing is to be done at that very Place, and a Tender of doing it in that Place is a ſufficient Performance of the Condition. *Lit. Sect.* 343, 345. *Co. Lit.* 210, 211, 213. *Bro. Cond.* 60.

In ſome Caſes a Condition it's ſaid may be performed, and not the Intent, and ſometimes the Intent, and not the Words; but for the moſt part a Condition is ſaid to be performed when the Intent and Meaning of it is obſerved. *Lit. Sect.* 252. 3 *Co.* 64, 282. 8 *Co.* 90.

If a Feoſment be made on Condition, That if the Feoffor and *A. B.* pay a Sum of Money at a Time to come, the Feoſment ſhall be void; and before the Day the Feoffor die, and *A. B.* pays the Money: This is a good Performance of the Condition; but if the Feoffor be living, *contra. Co. Lit.* 219.

As no Man may create or annex a Condition to an Eſtate, but he that doth create the Eſtate it ſelf; ſo neither can a Man give or reſerve the Power, Title or Benefit of Re-entry, and Avoidance of an Eſtate upon the Breach of a Condition, to any other but to him or them, or at leaſt to one of them, that doth make the Eſtate, his or their Heirs, Executors and Adminiſtrators, *&c.* For it is a Rule of the Common Law, That none may take Advantage of a Condition, but Parties and Privies in Right and Repreſentation, as Heirs, Executors, *&c.* of Natural Perſons, and the Succeſſors of Politick Perſons: And that neither Privies or Aſſigns in Law, as Lords by Eſcheat; nor in Deed, as Grantees of Reverſions; nor Privies in Eſtate, as he to whom a Remainder is limited, ſhall take Benefit

of

of Entry or Re-entry, by Force of a Condition. *Perk. Sect.* 830, *&c. Plowd.* 175, 488, *&c. Dyer* 131. 3 *Co.* 62, 347. 5 *Co.* 56. *Co. Lit.* 214, 215.

And notwithſtanding the Statute of 32 *Hen.* 8. *Cap.* 34. Privies in Blood, as an Heir, ſhall take Advantage of a Condition, though no Eſtate deſcend to him from the Anceſtor: And ſo alſo the Law is the ſame, as touching Privies in Right and Repreſentation; for Executors and Adminiſtrators ſhall take Advantage of a Condition now as heretofore: So alſo the Law is the ſame touching Privies in Law, for they ſhall no more take Advantage of a Condition now than heretofore. *Co. Lit.* 202.

But as touching Grantees in Reverſion and Privies in Eſtate, there is ſome Alteration made by the Statue of 32 *Hen.* 8. *Cap.* 34.

The Statute provides, that all Perſons which ſhall have any Grant of the King, of any Reverſion, *&c.* of any Land, *&c.* which pertained, to Monaſteries, *&c.* As alſo all other Perſons, being Grantees or Aſſignees, *&c.* to or by any other Perſon or Perſons, and their Heirs, Executors, Succeſſors, and Aſſigns, ſhall have like Advantage againſt the Feoffees, *&c.* by Entry for Non-payment of Rent, or for doing Waſt, or for other Forfeiture, *&c.* as the ſaid Leſſors or Grantors themſelves, ought or might have had.

He who comes to the Reverſion by Fine, Feoffment, Grant, Limitation of Uſe, Common Recovery, or Bargain, and Sale, is ſuch a Grantee as is within the Intendment of the Statute.

Where the Statute doth ſpeak of Feoffees, *&c.* it doth not extend to Gifts in Tail; and therefore, if a Gift in Tail be upon Condition, and after the Donor doth grant the Reverſion, this Grantee

Grantee ſhall never have any Benefit of this Condition.

A Grantee of Part of the Land in Reverſion cannot take Advantage of a Condition by this Statute. 5 *Co.* 112, 113. *Co. Lit.* 214. Such Grantees, as ſhall have Advantage by this Statute, muſt be compleat Grantees. 5 *Co.* 113, 114. 8 *Co.* 92.

Altho' the Words of the Statute be general; yet Grantees and Aſſignees ſhall not take Benefit of every Forfeiture by Force of a Condition, nor yet of all Conditions, but only ſuch as are inherent (*viz.*) ſuch as are either incident to the Reverſion, as for Payment of Rent, or for the Benefit of the Eſtate, as for Reſtraining of Waſt, for making of Reparations, making of Fences, ſcowring of Ditches, preſerving of Woods, and the like. *Co. Lit.* 214. *Dyer* 309.

Such Conditions as are on the Part of Leſſor, it ſeems are not within this Statute: Therefore, if one make a Leaſe for Years on Condition, that if the Leſſor, his Heirs or Aſſigns, pay a Sum of Money to the Leſſee at *Michaelmas*, the Leaſe to be void, and the Leſſor doth grant the Reverſion to a Stranger before the Day, it's ſaid the Grantee ſhall not take Advantage of this, but the Condition is gone.

Regularly, where one will take Advantage of a Condition, if he may enter, he muſt enter, and when he cannot enter he muſt make a Claim; for an Eſtate of Freehold, or Inheritance, will not ceaſe without Entry or Claim; and he that is to have Advantage by the Condition, may wave his Advantage, if he will, and until ſuch Entry or Claim made, the Party that ſhould enter, can make no good Eſtate of the Thing to any other. *Co. Lit.* 218, 237.

But

But though it be ſo upon a Leaſe for Life, or greater Eſtate, yet it is not ſo upon a Leaſe for Years; for if it be made on Condition that upon ſuch a Contingent the Eſtate ſhall ceaſe, or the Leaſe ſhall be void, in this Caſe when the Thing doth happen, the Leaſe is *ipſo facto*, void without Entry or Claim; but if the Condition ſay that the Leſſor ſhall Re-enter, there an Entry is needful to avoid the Eſtate.

But in Caſe where a Man cannot make an Entry or Claim, there the Law will not compel him to it, as where he cannot enter, but muſt ouſt the Leſſee of his Term.

Upon a Covenant to ſtand ſeized to the Uſe of himſelf, and after to the Uſe of others, with *Proviſo* of Revocation, *&c.* And after he doth revoke it; by this Means all the Eſtates are reveſted in him without Entry or Claim.

It is generally true, that he that doth enter for a Condition broken, doth make his Eſtate void *ab initio*; and that he ſhall be in of the firſt Eſtate in the ſame Manner and Form, as it was when he parted with the Poſſeſſion, and at the Time of making the Condition. *Perk. Sect.* 840. *Plowd.* 186, 482. 4 *Co.* 120.

And if a Man enter for Breach of a Condition in Law, he ſhall avoid all Charges and Acts done after that Thing is done, which doth produce the Forfeiture; but he ſhall not avoid any Thing done before that Time. *Perk. Sect.* 843, 444. *Co. Lit.* 233, 234.

But Under-Tenants may have Remedy in Equity againſt covinous Practices: And if a Leaſe be made for Life, the Remainder in Tail on Condition, in this Caſe, if the Condition be broken, both the Eſtates be avoided. And ſo of the like. *Crompt. Jur.* 64, 65. 10 *Co.* 41.

Yet

Yet this general Rule doth fail in divers Particulars; for which, ſee *Perk. Sect.* 242, 842, 843. *Co. Lit.* 202.

If a Condition be poſſible in his Creation, and after become impoſſible by the Act of God, the Condition is diſcharged and gone for ever, and the Eſtate is abſolute; but if the Condition become ſo impoſſible in Part only, then it is diſcharged for ſo much only. *Dyer* 262. *Co. Lit.* 207, 219.

A Condition may not be divided by the Act of the Parties, but it may by Act of Law. 4 *Co.* 120. *Co. Lit.* 215.

It may be deſtroyed in the Creation of it, or diſcharged by Matter *ex poſt facto*; for which ſee 2 *Co.* 59. 4 *Co.* 52. 7 *Co.* 14. 10 *Co.* 41, *Dyer* 309. *Co. Lit.* 218, 219, 265, 279. *Perk. Sect.* 163, 819, 820.

As if one make a Feoffment in Fee upon Condition, and after, and before the Condition broken, makes an abſolute Feoffment, levies a Fine, or the like.

If the Feoffor or Leſſor releaſe to the Feoffee or Leſſee, all Conditions, or all Demands in the Land, or confirm the Eſtate of the Leſſee without Condition, the Condition is gone for ever. 1 *Co.* 147. *Perk. Sect.* 823.

So by Grant of the Leſſor of the Reverſion or Part after a Leaſe for Life or Years, on Condition; and by a Leaſe only of Part of it, the Condition is ſuſpended. 2 *Co.* 59. 4 *Co.* 119.

A Condition may be alſo extinct or ſuſpended by the Intermarriage of the Parties to the Condition. *Perk. Sect.* 763, 764, 765, 822.

Alſo it may be gone for ever, upon a Licence from the Leſſor to alien, 2 *Co.* 59, 714. *Dyer* 309. 4 *Co.* 119. 5 *Co.* 34.

It

It may alſo be diſcharged for a Time, though not deſtroyed, as by Diſtreſs, Acceptance of Rent, *&c. Co. Lit.* 211. 3 *Co.* 64.

All Conditions muſt be performed as near as may be, according to the Intent of them; and if a Condition be to pay a Sum of Money to a Man without ſaying to his Heirs and Executors, in ſuch Caſe, if the Party die before the Time, the Money may be paid to his Executors or Adminiſtrators, and be a good Performance of the Condition,

And if a Man bind himſelf in a Condition, his Executors are likewiſe bound, altho' not nam'd and their Performance of the Condition in Caſe of the Party's Death, is good.

Condition to pay ſo much Money yearly for a Term of Years, Failure of any Payment is a Breach of the Condition, and a Forfeiture of the Eſtate. *Dyer* 33.

An Heir ſhall take Advantage of a Condition, though no Eſtate deſcend to him from his Anceſtor; as if a Man be ſeized of Land in Right of his Wife, and he make a Feoffment in Fee upon it, upon Condition, and die, the Heir of the Huſband, ſhall enter for the Condition broken, but the Wife, or her Heirs, will enter upon him, and enjoy the Lands. *Co. ſuper Lit.* 202, 12.

Feoffor or Leſſor, on Breach of a Condition for Payment of Money, or doing any Act wherein the Leſſor hath Power to take the Profits of the Lands 'till the Money be paid, ſuch Leſſor, *&c.* may enter upon the Lands and hold it until ſuch Payment, but on Payment the Leſſee may enter, and enjoy as before.

A Condition in Deed ought to be produced in Court to defeat a Freehold, but in caſe of Chattels it is not abſolutely neceſſary.

In

In Case of Settlements on Condition, if the Condition be not performed, the Settlement may be avoided, not only to him in Poſſeſſion, but to him in Reverſion alſo: For when the Condition is broken, the whole Eſtate is defeated, unleſs it be ſpecially limited, that he, in Remainder may enter on Breach of the Condition.

Conditions are good to enlarge or limit Eſtates, provided there be a precedent Eſtate in Tail for Life or Years irrevocable, as a Foundation to erect the ſubſequent Eſtate upon. As if a Gift be made in Tail or Leaſe for Life or Years, on Condition ſuch an Act be done, or if it be not done, the Leſſor ſhall have the Land again, or to pay Money, *&c.*

Conditions to create Eſtates ſhall have a favourable Expoſition, but if the Condition be to defray or reſtrain an Eſtate, it will have the contrary Conſtruction.

Conditions againſt Law, repugnant, tending to the Subverſion of the Eſtate, for Impoſſibility, to defraud the Queen in Caſe of Treaſon, *&c.* are void; and in the laſt the King is intitled, and his Title ſhall be preferred. And if ſuch a Condition be to go before the Eſtate, the Eſtate and Condition are both void; but if it be to follow the Eſtate, the Eſtate is abſolute, and the Condition void. *Trin.* 3 *E.* 6. *per Cur. Co.* 1, 83. 6. 43. *Co.* 9. 128.

One ſeized in Fee may make a Leaſe for Life or Years, with Condition not to alien during the Term, or not to make voluntary Eſtates by Copy; but in a Feoffment in Fee, ſuch a Condition is void; and ſo likewiſe where a Chattel is ſold for the whole Term or Intereſt of the Grantor, ſuch a Condition is void for Repugnancy, and the Gift or Sale is abſolute.

Though

Though where no Time is mentioned for Performance of a Condition in a Deed, the Grantee has Time during Life, unleſs haſtned by Requeſt; yet if Lands be deviſed by Will, on Condition to pay Money to a Perſon to whom the Teſtator was indebted, and no Time is limited for performing the Condition; in this Caſe he to whom the Land is given muſt pay it as ſoon as demanded, or he doth forfeit the Land, and the Heir may enter. *Co. ſuper Lit.* 209, 208, 219. *Co.* 2, 79, 6, 31. *Lit.* 353. *Plow.* 30. *Perk. Sect.* 155, 779, *&c.*

Covenant. A Covenant is the Agreement, or Conſent of two or more in one Thing, to give or do ſomewhat. *Weſt. Part* 1. *Lib.* 1. *Sect.* 4.

And there is a Covenant in Law, and a Covenant in Deed, or a Covenant expreſs, and a Covenant implied: A Covenant in Law is covert or hid, and to be implied; as if the Leſſor do demiſe, *&c.* to the Leſſee for a certain Term, the Law intendeth on the Leſſee's Part, That the Leſſee ſhall, during his whole Term, quietly enjoy his Leaſe againſt all lawful Incumbrances. *Cowel's Interpreter*, Title *Covenant*.

Covenant in Deed, or Covenant expreſs, is manifeſt, and that which is expreſly agreed between the Parties; and this Covenant may be either real or perſonal. *Fitzh. N. B.* 145.

A Covenant real is, that whereby a Man tieth himſelf to paſs a Thing real; as Lands or Tenements, as a Covenant to levy a Fine, *&c.*

A Covenant meerly perſonal is, where a Man covenanteth by Deed with another to build him a Houſe, or any other Thing, or to ſerve him, or to enfeoff him, *&c. Cowel's Interpret.* Tit. *eodem.*

Then there's a Covenant collateral, which is, that

that as cometh in, or is adhering to the Side; as collateral Aſſurance is that which is made over, and beſides the Deed it ſelf.

A Bond for Performance is called a Collateral Aſſurance, becauſe it is External, and without the Eſſence of the Covenant.

The Uſe of a Covenant is to bind a Man to do ſomething *in futuro*; and therefore it is for the moſt part executory; and ſo often as there is a Breach of the Covenant, an Action lieth againſt the Covenantor.

A Covenant muſt be to do a Thing, which for the Matter and Subſtance of it is lawful: And generally, where a Condition for the Matter of of it is good, a Covenant comprehending the ſame Matter is good alſo; but if the Matter to be, or not to be done by the Covenant, be for the Subſtance thereof unlawful, then is the Covenant void, and not binding. *Weſt. Symb. Part* 1. *Dyer* 6, 13, 324. *Fitzb. Covenant* 1.

And if the Thing to be done be in the Nature of it impoſſible, the Covenant is void: And ſo generally, where the Matter in a Condition will make the Condition void, becauſe it is againſt Law, ſuch Matter in a Covenant will alſo make it void as againſt Law.

Any one that is Party to the Deed, to whom the Covenant is made, may take Advantage of the Covenant; but no Stranger may.

The Heir may take Advantage upon a Covenant, to warrant Land to the Feoffee and his Heirs. *Dyer* 338.

And Executors and Adminiſtrators may take Advantage of inherent Covenants, although they be not named; as if one covenant with a Man to pay him Money at a Time to come, and do not ſay, *To his Executors*, &c. and he die before

Time, his Executor or Adminiſtrator may recover the Money. 5 *Co.* 17. *Dyer* 112, 271.

Grantees of Reverſions ſhall have the like Advantage againſt Termors (by Action only) for any Covenant or Agreement contained in their Leaſe, as the Leſſors, their Heirs or Succeſſors might, and ſo alſo ſhall Leſſees againſt Grantees of Reverſions by the Statute of 32 *Hen.* 8. *c.* 34. Recoveries in Value excepted; but this is meant of inherent Covenants, ſuch as do concern the Thing granted, and tends to the Supportation of it. 5 *Co.* 8.

And regularly, every Aſſignee of the Land or Thing demiſed, ſhall take Advantage of inherent Covenants; as a Covenant to have Eſtovers to burn Timber, to repair, or that the Leſſor or Leſſee ſhall repair, or the like; and therefore of theſe Aſſignees in Deed, and in Law Aſſignees of Aſſigns, *in infinitum*, ſhall take Advantage, and Aſſignees of Executors or Adminiſtrators, Tenants by Statute or *Elegit*, or after a Sale upon a *Fieri Fac'*, a Husband in the Right of his Wife, any one of theſe, or any other that ſhall come lawfully to a Term unto which ſuch a Covenant is incident, although he be not named, yet he may take Advantage of it. 5 *Co.* 17.

In all Caſes of inherent Covenants, though the Executors and Adminiſtrators be not named, yet they are bound; and ſo ſhall Aſſignees in moſt Caſes of inherent Covenants, which tend to the ſupport of the Thing granted. 5 *Co.* 16, 17, 18. for theſe Covennnts are ſaid to run with the Land.

An Heir ſhall ſcarcely be bound, except when expreſly named; as if the Covenant be for him and his Heirs to do any thing whatſoever, hereby the Heir is bound; but not otherwiſe, 5 *Co.* 17. *Dyer* 257.

An

An Aſſignee ſhall ſometimes be charged, tho' he be not named, and ſometimes not, though he be named.

As when a Covenant doth extend to a Thing *in eſſe*, Parcel of the Demiſe, as a Covenant to repair, *&c.* the Aſſignee ſhall be bound, though not named.

But if the Covenant be annexed to a Thing, not *in eſſe* before, as to build a new Houſe, or the like, here it will not bind the Aſſignees unleſs they are named.

And if the Covenant be to do a Thing meerly collateral, it will not bind them, although they be named; nor when the Contract is only perſonal, concerning Stock of Cattle, or the like. 5 *Co.* 16.

If two covenant for themſelves jointly, one cannot be charged without the other; but if they covenant ſeverally they may be ſued apart, and if they covenant jointly and ſeverally, they may be ſued either way. 5 *Co.* 23.

When the Deed wherein the Covenants are contained, or the Eſtate on which the Covenants, as acceſſory to the Principal, do depend, is gone and determined, as by a Surrender of a Leaſe for Life, or Years, there regularly, the Covenants are gone alſo, though ſuch Surrender doth not diſcharge a Breach of Covenant made before it.

If a Deed become void by Razure, or the like, the Covenants are gone alſo. 5 *Co.* 23. *Dyer* 20.

So when the Covenant is become impoſſible to be done, as by Death, *&c.* 1 *Co.* 98. *Plow.* 286.

By an expreſs Covenant for quiet Enjoyment, the implied one is gone. 2 *Co.* 80.

So by a Releaſe of all Covenants; but a Covenant by Deed cannot be diſcharged by Word.

If a Covenant be to do an Act to a Stranger, who refuſeth it to be done, the Covenant is broke; but it is otherwiſe, if it were to be done to the Covenantee himſelf. *Bro. Cov.* 3. *Fitz. bar.* 62.

Acceptance of Rent from the Leſſee, or Aſſignee, after Covenant broken, doth not diſcharge the Breach, but the Leſſor may notwithſtanding have his Action of Covenant.

A Covenant muſt be either of a Thing paſs'd or to come, and not preſent, to ground an Action of Covenant; promiſe by Word to enjoy without Interruption of any Perſons, will ground an Action of the Caſe, if any Body diſturbs the Poſſeſſion of the Covenantee.

A Covenant for quiet Enjoyment againſt all claiming under him, is good againſt all Perſons, as derive their Titles from ſuch Covenantor, tho' a Perſon claiming that Eſtate under another, and not the Covenantor, may enter, and be no Breach of Covenant in the Covenantor: But if the Covenant do extend to all Perſons whatſoever, Entry of any Perſon, under whomſoever the Claim be made, is a Breach of Covenant.

Though it is ſaid by ſome, in a Covenant for quiet Enjoyment againſt all Perſons; if the Covenantee be diſturbed by any Body, not thro' the Act or Means of the Covenantor, it is no Breach of Covenant.

If a Man covenant to give Bond for quiet Enjoyment of the Land, without mentioning in what Penalty, the Law implies it to be the Value of the Eſtate ſo to be enjoyed. *Co.* 5. 78.

Husband will enjoy Lands leaſed to his Wife, when ſole, for a Term of Years after her Death during the Remainder of the Term; and if he be diſturbed in the Poſſeſſion, he may take Advantage

vantage of the Covenant for peaceable Enjoyment implied in Law, if there be none in Deed. *Co.* 5. 17. *Dyer* 257. 47 *E.* 3. 12.

A Covenant will not hinder a Wife from her Dower after the Death of the Husband, and ſhe may enter on her Third Part without Breach of Covenant, unleſs the Dower be particularly mentioned to be freed and diſcharged by the Covenant, notwithſtanding the Covenant be to *Peaceably enjoy againſt all Perſons.*

All Covenants muſt in Time and Place be exactly performed.

And in caſe of Covenants on Condition, if the Condition be not obſerved, the Covenant may not be performed.

Covenants to ſettle or make Conveyances of Land upon Requeſt, the Requeſt muſt firſt be made, otherwiſe the Covenant will not bind the Covenantor to perform it.

Covenants to ſettle Lands at a Time to come after Marriage, in Conſideration of a Portion paid, and a Time is appointed for the Marriage; in this Caſe, whether the Marriage be ſolemnized at that Time or after, the Covenantor muſt perform the Covenant within the Time limited. *Trin.* 21 *Jac. B. R. George verſus Lane.*

It is ſaid, That if a Servant covenant to ſerve me a Year, and I covenant to pay him a Sum of Money for it, which is an abſolute Covenant on both Sides; if he does not ſerve me, I am nevertheleſs obliged to pay him, but then I may compel him to ſerve the Time agreed: But if I covenant to pay him a Sum of Money, if he ſerves me a Year, this is a Conditional Covenant, and I am not bound to pay him the Money unleſs he ſerves me the Year. *Co. ſuper Lit.* 204. *Dyer* 371.

If one covenant to do a Thing to a Man and

his Aſſigns, or to a Man or his Aſſigns, by a Day, and before the Day the Man dies; in this Caſe it muſt be done to his Aſſigns, if he before the Day name any Aſſignee; and if he do not, it muſt be done to his Executor or Adminiſtrator, which is an Aſſignee in Law. 27 *H.* 8. 2.

All Covenants ought to be by Deed, and not Verbal; but if the Words be, *Promiſe*, *agree*, or even any other Form of Agreement will amount to a Covenant; but if the Sentence begins conditionally, it will be no Covenant; and when the Words of *Condition* and *Covenant* are coupled together, as, *Provided always, and it is covenanted, &c.* will amount to both a Condition and a Covenant.

Covenants as well as Conditions may be releaſed by Deed ſubſequent; but a Covenant in Deed cannot be diſcharged by Word.

A Covenant to pay Money at ſeveral Days, and Failure is made of Payment the firſt Day, the Covenant is broken. *Co. ſuper Lit.* 292.

A Covenant to repair, ſuſtain and amend a Houſe, and the Houſe is burnt by the Negligence of the Covenantor, and not repaired again, it is a Breach of the Covenant. *Dyer* 324.

It is ſaid, Where there are two Clauſes in a Deed repugnant one to the other, the firſt will take Place, except there be ſome ſpecial Reaſon to the contrary. In a Will, *contra*.

Tho' no Warranty is good in a Leaſe for Years, yet it may be good as a Covenant.

The Covenants, as well as all other Parts of the Deed, is ſubject to general Expoſition one with another, and is always moſt ſtrongly taken againſt the Covenantor, and moſt in Advantage of the Covenantee. *Plow.* 287.

There

There are three manner of Warranties, (*viz.*) Warranty Lineal, Warranty Collateral, and Warranty which commences by Diſſeiſin.

The firſt is, When he on whom it deſcends might poſſibly have claimed the Land as Heir to him that made it.

The ſecond is, Where the Party on whom it deſcends cannot convey the Title which he hath to the Land from him who made it.

The third and laſt is, Where the Conveyance to which it is annexed, works a Diſſeiſin, or a Diſſeiſin, *&c.* is made with an Intent to make a Feoffment with Warranty.

Lineal Warranty without Aſſets barreth him that claimeth in Fee, and with him that claimeth in Tail.

Collateral Warranty at Common Law deſcending on the Heir of him that made it, was a Bar in all Caſes; but at this Day no Collateral Warranty made by Tenant for Life, or any Perſon who hath no Eſtate or Inheritance in the Land is a Bar.

Warranty by Diſſeiſin was never any Bar.

Warranty deſcendeth always to the Heir at the Common-Law. If the Eſtate to which it is annexed may be defeated, the Warranty may alſo. *Nov* 84.

Warranty is alſo divided into Warranty in Deed, and Warranty in Law.

Warranty in Deed, is that which is expreſſed in the Deed.

And the other is, when it is not expreſſed by the Party, but tacitly made and implied by the Law.

The Effect of a Warranty in Deed is, that it doth always conclude and bar the Warrantor himſelf of the Land ſo warranted for ever; ſo

that all his present and future Rights, that he hath or may have therein, may hereby bebarr'd. 4 *Co.* 201. 10 *Co.* 97, *Co. Lit.* 265. 365.

The Words *Dedi* and *Concessi*, or Deed only in a Feoffment make a good Warranty in Law: *Co. Lit.* 384. 4 *Co.* 84. 5 *Co.* 17. which is a general Warranty against all Persons during the Life of the Feoffor: And an express Warranty in the Deed, doth not take away the implied Law.

If a Man by his Will and Testament devise Lands to another Man for Life or in Tail, rendring Rent, there is a Warranty in Law annexed. *Co. Lit.* 384.

But an express Warranty may not be made by Will, because it cannot take Effect in the Life-time of the Ancestor; and where the Ancestor is not bound, the Heir cannot be bound by any express Warranty. *Lit. Sect.* 734.

Every Partition and Exchange implieth in it, and hath annexed to it a special Warranty in Law. *Idem* 102, 384. And it extendeth reciprocally to and against the Heirs of both Parties only to the same Land that is given in Exchange. 4 *Co.* 119.

Every Tenure by Homage Ancestrel, that is, where a Tenant and his Ancestors have held Land of a Lord and his Ancestors Time out of Mind by Homage, hath a Warranty in Law annexed unto it. 4 *Co.* 80. And this also extendeth reciprocally to and against the Heirs of both Parties. *Co. Lit.* 384.

If one make a Gift in Tail, or Lease for Life of Land, reserving Rent, there is an implied Warranty annexed against the Donor or Lessor, his Heirs and Assigns. *Co. Lit.* 334. 4 *Co.* 81.

War-

Warranty in Law and Aſſets may ſometimes be pleaded in a *Formedon*.

It is a Maxim in Law, That the Heir ſhall never be bound to any expreſs Warranty, but where the Anceſtor was bound by the ſame Warranty. *Vide Co. Lit.* 47. 6 *Co.* 69. *Dyer* 42.

If one grant to warrant Land to another and his Heirs, and doth not ſay againſt what Perſons; this ſhall be taken for a general Warranty againſt all Men. 1 *Co.* 1.

If one make an Eſtate, and grant to warrant the Land, and doth not ſay how long; this ſhall be taken for as long as the Eſtate doth laſt, to which the Warranty is annexed.

If a Warranty be made againſt ſpecial Perſons, it ſhall only extend to them, and no further: And it ſhall reach all Caſes, for and to all Titles and Entries upon Title, but not to tortious and unlawful Entries. *Dyer* 328.

All ſuch as are named in the Deed regularly ſhall take Advantage of the Warranty: And if the Warranty be to a Man, his Heirs and Aſſigns; in this Caſe, both his Heirs and Aſſigns may take Advantage of it, ſo as they come in, in Privity of Eſtate. *Co. Lit.* 365.

A Warranty may be made upon any kind of Conveyance, as upon Fines, Feoffments, Gifts, *&c.* Alſo a Warranty may be made by and upon Releaſes and Confirmations made to the Tenant of the Land; and ſome ſay, although he hath no Right to the Land. *Co. Lit.* 372, 385.

If the Tenant be impleaded by the Warrantor, he may rebut, (*viz.*) ſhew forth the Warranty againſt him, and pray Judgment if he ſhall demand contrary his Warranty.

If by a Stranger, then he may vouch the Warrantor or his Heirs; or before he be ſued he may bring

bring a *Warrantia Chartæ* against the Warrantor or his Heirs, which binds all the Lands of the Warrantor from the Time of the Writ brought them unaliened, *F. N. B.* 134. *Co. Lit.* 102.

Every Warranty which descends, doth descend to him that is Heir to him which made the Warranty by the Common Law. *Nov* 154.

An express Warranty extends neither to the Heirs nor Assigns of the Feoffee, unless they be named; but if *B.* be infeoff'd with Warranty to him, his Heirs and Assigns, and infeoff *C.* and his Heirs, and *C.* die, the Heir of *C.* shall vouch as Assignee to *B.* So if *B.* and *C.* be infeoff'd with Warranty to them, their Heirs and Assigns, and they both die, and the Heir of the Survivor infeoff *D.* he shall vouch as Assignee *to B. and C. for the whole Estate to which the Warranty was annex'd is lawfully conveyed to him*, and Assignees of Heirs, and Assignees of Assignees, and Heirs of Assignees are comprehended under the Word Assignee.

A Warranty Lineal or Collateral may be defeated, determined or avoided in All or in Part, sometimes by Matter in Law, sometimes by Matter in Deed. *Co. Lit.* 392, *&c.*

And if the Estate to which the Warranty is annexed be spent, the Warranty is determined. 10 *Co.* 96. *Co. Lit.* 392.

So it is upon a Partition made by Jointenants. 6 *Co.* 12.

So it may by a Release of the Party that hath the Warranty, or the Estate to which the Warranty is annexed; as if the Release be to him that is bound to warrant, of all Warranties, or all Covenants real, or all Demands. So it may be by a Defeazance, whereby the Parties agree, that

than the Warranty ſhall be void. *Co. Lit.* 392, *&c.*

By Force of a Warranty there can be but one full Recompence in Value; but in Reſpect of divers Eſtates there may be divers. *Co. Lit.* 393.

If one bind himſelf and his Heirs to Warranty, and after be attainted of Treaſon or Felony, his Iſſue ſhall not be barr'd, though his Anceſtor were afterwards pardon'd.

And if the Warrantor himſelf gain a Releaſe of all Warranties or Demands, neither he nor his Iſſue ſhall be barr'd.

The Word *Warrantizo*, or Warrant, is the only apt and effectual Word to make an expreſs Warranty, or Warranty in Deed, and therefore this Word only is uſed in Fines: And the Words, *Defendo* or *Acquitto*, albeit they be commonly uſed in Deeds, yet of themſelves, without the other, will not make a Warranty. *Lit. Sect.* 733. *Co.* 5, 17, 18.

A Warranty muſt be by Deed, and not Word of Mouth, to make it expreſs; and an expreſs Warranty may be of any Thing granted for Life, but not for Years, or of any other Chattel. *Co. ſuper Lit.* 366, 389.

If one enter into my Land having no Right at all, and make a Feoffment to another with Warranty; this Warranty doth commence by Diſſeiſin.

And ſuch Warranties commencing by Diſſeiſin or Wrong are void as to the Perſons diſſeiſed, though they be Heirs to them that made them.

All

All Lineal Warranties from a Father or other Anceſtor binding himſelf and Heirs to Warranty ſhall bar the Heir without Aſſets in Fee-Simple, but not an Eſtate in Fee-Tail without Aſſets.

Collateral Warranty is where the Perſon who claims the Land cannot poſſibly make his Title to the ſame by him who made the Warranty.

As if a Man ſeized of Land in Fee have Iſſue two Sons, and the Father dieth, and the younger Son doth enter and alien the Land with Warranty, and die without Iſſue; this is a Collateral Warranty that is deſcended on the elder Brother. *Lit. Sect.* 707. *Doct. & Stud.* 152.

If a Purchaſe be made to Father and Son, and the Heirs of the Father, and the Father alien with Warranty; or if it be made to them and the Heirs of the Son, the Son in the Life-time of the Father may enter, and avoid the Warranty for all.

If there be Tenant for Life, Remainder to his Son and Heir Apparent in Tail; the Father may make a Feoffment in Fee with Warranty, and bar the Son after his Death, unleſs the Son doth enter in the Life-time of the Father by which he may avoid the Warranty. *Co.* 5. 79.

But if the Lands be ſettled on the Heirs Male of the Father, the Father may make ſuch Feoffment with Warranty, the Son cannot then enter during his Father's Life to avoid it, by Reaſon he cannot be Heir Male to his Father, until after his Father's Death. *Co.* 1. 66.

A Warranty by my Anceſtor while I am within Age ſhall not bind me if he die before I come to Age: But if I become of Age

Age after the Warranty, and before my Anceſtor's Death, it ſhall bar me; and in the firſt Caſe it may alſo bar me whilſt it is in Force, but I may avoid it by Entry. *Lit. Sect.* 726. *Co.* 1. 67, 140. *Super Lit.* 380.

It is the ſame of Women Covert, in reſpect to Warranties made by their Husbands.

Warranty of a Wife will not bar the Iſſue, unleſs the next Heir join with her in it.

Warranty of the Husband without the Wife, or after the Wife's Death alone as Tenant by the Courteſy, ſhall not bar the Wife's Heir, if the Lands came in her Right, unleſs there be Aſſets left of other Land in Fee-Simple from the Huſband; but Husband and Wife together may bar the Heir by Fine. *Co. ſuper Lit.* 366, 381. *Stat. Glouc. cap.* 6. *Lit. Sect.* 332.

A Warranty never bars any Right that doth commence after the Warranty made.

If two make a Feoffment with Warranty, and one dies, the Survivor ſhall not be charged alone with the Warranty, but the Heir of him that is dead ſhall be charged alſo; and if both die, both their Heirs are chargeable. *Co.* 3. 14. *Super Lit.* 386. 16 *H.* 7. 13. 48 *Ed.* 3. 5.

And in caſe there be two Warrantors, and a Releaſe is made to one of them, the other will not by that be diſcharged from performing his Part of the Warranty.

By Stat. 4 *&* 5 *Annæ*, for *Amendment of the Laws*; Warrants made by any Tenant for Life, of Lands or Tenements coming or deſcending to any Perſon in Reverſion or Remainder, ſhall be void and of none Effect; and all Collateral Warranties made of any Lands or Tenements by any Anceſtor who has no Eſtate of Inheritance in the ſame, ſhall be void againſt his Heir.

On

On Purchaſe of Lands; If the Seller hath other Lands held by the ſame Title, it is neceſſary that he keep all the Deeds to juſtify his Title to what he has left, and deliver only atteſted Copies to the Purchaſer: But then, in ſuch Caſe, the Seller ought regularly to warrant againſt all Perſons, which he need not do if he parted with all the Deeds, for then a Warranty againſt himſelf and Heir only would be ſufficient.

Of the ſeveral Kinds of Deeds and Inſtruments made uſe of in Conveyancing, (Viz.) *Bargain and Sale, Gifts, Grants, Feoffments, Fines, Recoveries, Indentures to lead Uſes of Fines and Recoveries, Leaſe and Releaſe, Confirmation, Marriage Settlements, Jointures, Articles, Contracts, Covenants to ſtand ſeized to Uſes,* &c. *Leaſes,* &c. *Aſſignments, Annuities, Exchanges, Surrenders, Revocations and new Declarations, Mortgages, Obligations, Statutes, Defeazances, Uſes, Truſts, Wills,* &c. *And alſo of Deſcents, Fee-Simple, Fee-Tail, Reverſions, Remainders, Dower, Baron and Feme, Parceners, Jointenants, Tenants, by the Courteſy, Conditions, Awards, Executors, Adminiſtrators,* &c. *With an Abridgment of the Law, and particular Obſervations and Law Caſes thereupon.*

Of Bargain *and* Sale.

A Deed of Bargain and Sale, is an Inſtrument whereby the Property of a Thing is tranſferred from one Man to another, upon valuable Conſideration: And it differs from a Gift only in this, that a Bargain and Sale may be made without any Conſideration or Cauſe at all; and a

Bargain and Sale.

Gift must have meritorious Cauſe moving it, or elſe it cannot ſubſiſt.

All Things for the moſt part, that are grantable by any other Way from one Man to another, are grantable, and may be transferred by Way of Bargain and Sale from one to another. And therefore Lands, Tenements, Rents, Advowſons, Commons, Tythes, Profits of Courts, and the like, may be granted by Way of Bargain and Sale, in Fee-Simple, Fee-Tail, for Life or for Years: And all manner of Goods, Chattels and Merchandizes, are alſo grantable by Bargain and Sale. *Weſt. Symb. Tit. Bargain and Sale.*

The Words, *Bargain and Sale*, are not abſolutely neceſſary to a good Bargain and Sale; for Words equivalent will ſuffice to make Lands paſs by Way of Bargain and Sale. And therefore, if a Man ſeized of Land in Fee doth by Deed indented, and by the Words *alien, give or grant*, ſell them to another: Or if ſuch a Man covenant to ſtand ſeized of his Land to the Uſe of another, and theſe Deeds are made in Conſideration of Money, and afterwards inrolled; theſe will be good Bargains and Sales. *8 Co. 94. 7. 40.*

There muſt be a good Conſideration given, or at leaſt ſaid to be given, for the Lands, *Co. 176.* And for divers good Conſiderations, valuable Conſiderations, Conſideration that the Bargainee is bound for the Bargainor, in Conſideration of a certain Sum of Money, or for a competent Sum of Money, *&c.* Theſe are good Conſiderations.

It is requiſite, where any Freehold is to paſs of the Land, that the Deed be inrolled, as 'tis provided by *27 H. 8. c. 16.* And this Inrolment muſt be upon Parchment; the Deed inrolled muſt be indented, for if it be but Poll, the Eſtate will not paſs: It muſt be before ſuch Officers,

cers, as by the Statute are authorized to take it. And the Deed muſt be ſo inrolled within 6 Months of the Purchaſe and Sale. *Co.* 5. 1.

In this ſort of Deed, there muſt be a good Conſideration given, or at leaſt ſaid to be given for the Land, as is before obſerved; and if the Deed make Mention of Money paid, as in Conſideration of 100 *l.* or the like, and in Truth no Money is paid, yet the Bargain and Sale may be good, becauſe no Averment will lie againſt that which is expreſly affirmed by the Deed: However, where Money or other good Conſideration is really given, tho' it is not expreſſed in the Deed, the Bargainee may aver it, and being proved, the Bargain will be good. *Dyer* 90. 169. 1 *Co.* 176.

It is ſaid, That Bargain and Sale may be averred to be fraudulent within the Statute of 27 *El.* and that a Rent may be reſerved upon it, or a Condition made by it, as well as by any other kind of Aſſurance. *Vide* 2 *Co.* 54.

To Bargain and Sale of Land in Poſſeſſion or Reverſion, there needs no Livery of Seiſin or Attornment to perfect it, for it is good without where it is inrolled.

A Deed of Bargain and Sale may be made of Leaſes, or Goods and Chattels, without Conſideration: As if a Man do by his Deed bargain and ſell his Trees, Cattle, or any Thing he hath beſides his Land, without any Conſideration at all, this is good enough: And if ſuch a Deed of Bargain and Sale be made of a Leaſe for Years of Land, or of any Goods, there it matters not whether it be inrolled or not, or whether it be indented or not. Warranty and Covenants may be inſerted in this Deed, but the Deed is good without any ſuch Addition.

A Bargain and Sale of Lands muſt be firſt inrolled, before a Man hath a Title to ſell or releaſe the ſame; but he may make a Leaſe of the Land according to the Statute before Inrolment, if the Lands be granted in Tail.

The firſt Bargain and Sale is good, although Inrolment be made to another by the ſecond Grant before the firſt, if the firſt Grant be inrolled within the ſix Months.

It is the ſame of a Fine, the firſt Agreement ſtands in Force.

Deeds were formerly inrolled at the Common Law, for the Preſervation of them, although they did not paſs any Eſtate, as it is now by the Statute of Inrolments. *Stiles's Rep. f.* 270. *Paſch.* 1653.

If a Deed expreſs a Conſideration of Money upon Purchaſe made by the Deed, yet this is no Proof upon a Tryal, that the Moneys expreſſed were actually paid, but it muſt be proved by Witneſſes. *Stiles's Rep. f.* 462. *Thurl. verſus Madiſon.*

If Lands are paſſed by Money only, the Deed ought to be inrolled; but if for Money and natural Affection, the Land may paſs without Inrolment. *Stiles's Rep. fo.* 188. *Morris* and *Dixon's* Caſe.

Upon a Bargain and Sale, for Moneys paid by the Bargainee to the Uſe of a Stranger, this laſt Uſe is void. *Anderſon* 2 *Part*, *n.* 52. *f.* 81.

If a Man bargain and ſell his Land to another for Money or other Recompence, and ſays not *To him and his Heirs*, yet this is a good Fee-Simple. 27 *H.* 8. 5. *Br. Contract, Bargain and Achate* 1.

If a Woman for a Sum of Money paid to her, by her Son, bargains, ſells and grants her Land to him by Indenture inrolled, and to his Heirs,

and to the Uſe of the Bargainor for her Life, and after to the Uſe of the Bargainee and the Heirs of his Body, and after to the Heirs of the Bargainor for ever: This ſame Uſe out of a Uſe was held void. *Dyer f.* 155. and *Crompt. Juriſdict. of Courts, fo.* 53. *Court of Chancery.*

If the Bargainor, after Bargain and Sale, continues in Poſſeſſion, he is Tenant at Sufferance; and if it be by Agreement, he is Tenant at Will. *Palm. Rep. f.* 202. *Porſecey verſ. Blackman.*

The Inrolment is good upon a Bargain and Sale, altho' the Grantee dies before the Day of the Inrolment. *Anderſon* 2 *Part, n.* 88. *f.* 161.

If Tenant for Life bargains and ſells his Land by Deed inrolled, altho' no Fee-Simple paſſes, yet it is a Forfeiture. *Leon.* 4 *Part, n.* 251. Sir *Wm. Pelham's* Caſe.

A Man bargains and ſells his Land by Indenture to another in Fee, without mentioning any Sum, or other Thing; this is good, for the Bargain and Sale doth imply *Quid pro quo. Plow. Com.* 533. and *Dyer* 90.

If a Man ſeized of Land in Fee makes a Leaſe for Years, and after, by Deed indented, bargains and ſells the ſame Land to the Leſſee and his Heirs, without any Word, *or Gift, or Grant*, expreſſed in the Deed; by this, the Eſtate of the Leſſee is not inlarged, if the Deed be not inrolled, for without Inrolment it paſſes not; and this can be no Confirmation. *Daliſon's Rep. f.* 37. *pl.* 3.

If there be two Jointenants, and one of them bargains and ſells the Land by deed indented, and dies before any Inrolment, his Companion ſhall not have it by Surviverſhip; and the Reaſon is, for that the Uſe paſſes from the Sealing and Delivery of the Deed, if it be after inrolled according to the Statute. *Anderſon* 2 *Part, n.* 88. *f.* 161.

If

If a Man, in Consideration of Money paid, makes a Deed of Gift, Grant, Bargain and Sale of his Lands to another, and his Heirs, by Deed indented, with a Letter of Attorney to make Livery of Seisin; if Livery be thereupon made, before enrolment there it has been adjudged to pass by the Livery of Seisin, and not by the Inrolment. *Popham's Rep. f.* 49. *Collard versus Collard.*

When a Deed is inrolled, the Estate passeth by the Statute of Uses, and not by the Statute of Inrolments. *Hobart's Rep.* 136. *Dimmock's* Case.

Neither the Death of the Bargainor, nor of the Bargainee before Inrolment, shall hinder the passing of the Estate. *Trin.* 4 *Eliz. Rot.* 1637. *Hob. Rep. f.* 136. *Dimmock's* Case.

A Bargain and Sale for valuable Consideration of Houses in *London, &c.* by Word only, is sufficient to pass the same; for that Houses and Lands in any City, *&c.* are exempted out of the Statute of Inrolments. 6 *Eliz. Dyer* 229. in *Chilberne's* Case.

Bargain and Sale made to one with Addition of *Knight* or *Esquire*, who is not so, is good. *Cro.* 2 *Part, f.* 240. Lord *Eure verf. Strickland.*

Until the Deed be inrolled, the Estate of the Freehold is in the Bargainor. *Cro.* 2 *Part, f.* 52, 53. *Bellingham verf. Alsop.*

Bargainee of a Reversion shall not take Advantage of a Condition annexed to a Lease for Payment of Rent, without Notice given of the Grant. *Cro.* 2 *Part,* 146. *Malineux's* Case.

A Bargainee cannot maintain an Action of Trespass before Entry, though he may surrender, assign or release. *Carter's Rep. f.* 66. *Bracy verf. Bearcroft.*

If divers Perſons do ſeal a Deed, and but one of them acknowledged the Deed, and the Deed is thereupon inrolled; this is a good Inrolment within the Statute, and may be given in Evidence, as a Deed inrolled at a Trial. *Stiles's Rep. f.* 462. *Thurle verſ. Madiſon.*

A Bargain and Sale for divers Conſiderations, is not good without Averment *d'Argent'*. *Moor's Rep.* 569. *n.* 777. *Fiſher verſ. Smith.*

If a Man for valuable Conſideration by Deed indented, do bargain and ſell Lands to another and his Heirs, and before the Deed be inrolled, he levieth a Fine, or maketh a Feoffment to the Bargainee and his Heirs of the ſame Land, and after, within the ſix Months, the Deed is inrolled, the Bargainee ſhall be in by the Fine or Feoffment, and not by the Bargain and Sale; for the Fee-Simple paſſeth by the Fine to the Conuſee, and his Heirs; or by the Feoffment to the Feoffee, and his Heirs; and after the Inrolment of the Deed, may not diveſt and turn the Eſtate out of themſelves, which was abſolutely eſtabliſhed in them by the Fine or Feoffment, for when the Common Law and the Statute Law concur, the Common Law ſhall be preferred. *Co. l.* 4. *f.* 70. *Hynd's* Caſe. *Moor's Rep.* 337. *n.* 456, 680, 933. *Leonard's Rep.* 4 *Part*, *n.* 18. *Co.* 2 *Inſt. f.* 671, 672, *&c.*

A Man ſeized of certain Lands in Fee, bargains and ſells it by Deed indented, and after, before Inrolment of the Deed, he grants to the Bargainee and his Heirs Common for all Beaſts commonable, remaining and feeding on the Land above-mentioned, and after the Deed is inrolled. It was held, that it was ſufficient to make the Grant of the Common good in Law. *Roll's Rep.* 1 *Part*, *f.* 424, 425. *Gawen verſ. Stacie.*

In an Action of Treſpaſs and Ejectment, the Jury found a ſpecial Verdict. The Caſe appeared to be this: A Man being ſeized of a Manor and of a Tenement in Fee-Simple, and poſſeſſed alſo of a Leaſe for Years in *Dale*; by a Deed of Bargain and Sale, he doth give and grant, bargain and ſell, enfeoff and confirm unto one another, the Manor, Tenements, and all other the Lands and Tenements which he hath in *Dale*: The Queſtion was, Whether by this Deed of Grant, Bargain and Sale, the Term for Years doth paſs or not? *Croke*, *Williams*, *Yelverton* and *Fenner*, Juſtices, ſaid, That by the general Words in this Deed of Bargain and Sale, the Leaſe for Years here did not paſs. *Bulſtrode's Rep. f.* 99, 100, 101. *Turpine verſ. Forreyner.*

In Debt for Rent upon a Leaſe for Years, the Plaintiff declared, That *A.* leaſed, *&c.* and after, by Indenture, inrolled within ſix Months according to the Statute, bargained, *&c.* to the Plaintiff, *&c. Mich.* 9 *Jac.* between *Worly* and *Purly*; *Cro. Jac.* 291. After a Verdict for the Plaintiff, Judgment was arreſted, becauſe it was not ſhewed in what Court it was inrolled; and ſaid, That ought to appear, that the Court may know whether it was duly inrolled, and the Party may know where to ſearch for it.

Of Gifts.

A Deed of Gift is ſaid to be that Deed whereby Lands, or Goods, are paſſed from one Man to another, by Way of Gift, wherein the Word, *Give*, is commonly uſed; and ſo it is applied to two Kinds of Conveyances, the one where Lands are given, or granted to another; and the other is to a Deed made for the paſſing of

Goods from one Man to another, in Cases where there is no Bargain or Sale.

And in this last Case the main Thing to be observed is, that there be no Fraud in the Case; for if any such Deed of Gift be made of any Thing with Intent, and of Purpose to deceive and defeat Creditors of their just Debts and Duties, the Law doth judge this Deed void, as to, and against such Creditors; but as to the Party that makes it, and all others, it is good.

If a Man assigns a Lease to another, and yet keeps the Possession of the Lands pretended to be assigned, such Assignment is fraudulent, and may be so averred by the Assignee. 1 *Vent.* 329.

If a Man makes a Settlement of Lands upon his Nephew, by Fine and Recovery, and after sells the same to another, for a valuable Consideration, the Settlement is fraudulent, as to the Purchaser. 1 *Siderfin* 133.

A voluntary Conveyance defective at Common Law, is very rarely relieved in the Court of Chancery. 2 *Vernis.* *Bonham*'s Case.

A Gift may be either by Deed, in Word, or in Law; in the latter, as when a Man is married to a Woman, or more properly a Woman married to a Man, by the Marriage the Law gives all the Goods of the Wife to the Husband, but then he is liable to the Payment of her Debts: It is the same of an Executor, the taking of the Executorship gives a Man a Title to the Testator's Goods, but in this Case the Executors are subject also to Payment of the Testator's Debts.

Gifts and Grants are said to be both alike in Nature, and equal in Power.

Of

Of Grants.

A Deed of Grant is a Grant of Conveyance, or Gift, by Writing of ſuch an incorporeal Thing as lieth in Grant, and not in Livery, and cannot be given or granted by Word only without Deed.

An Office, or any Goods or Chattels perſonal, it is ſaid, may be granted by Word without Deed.

A Perſon attainted of High Treaſon or Felony, may make a Deed of Gift or Grant, and be good againſt all Perſons, except the King, and the Lord of whom the Lands are held, and againſt them too, to relieve themſelves in Priſon. A Perſon outlaw'd in a perſonal Action may give or grant his Goods or Chattels, and the Gift or Grant will be good againſt all others, but the King. *Perk. Sect.* 26. *ch.* 2. *Numb.* 6.

The Queen may make a Gift or Grant without the Agreement of the King, that is of ſuch Goods as are her own, which no other married Woman may do, unleſs it be in ſome ſpecial Caſes. *Co. ſup. Lit.* 3. *Perk. Sect.* 8. 20. 41.

One Executor or Adminiſtrator may give or ſell any of the Deceaſed's Goods, and will bind all the reſt: But one Member of a Corporation may not give or grant the Corporation Lands without the reſt. *Perk. Sect.* 31, 32, 33.

If an Infant grant any Thing by Fine; this muſt be avoided during his Minority, or elſe it cannot be avoided at all. And all Gifts or Grants made by Deed in the Country, by thoſe that are *de non ſanæ memoriæ*, are good againſt themſelves, but voidable by thoſe that are their Heirs, Executors, or as have their Eſtates. But if it be by Fine, it is good and unavoidable. *Co.* 123, 124. *cap.* 2. *Numb.* 6.

An Infant may be a Grantee, for this is presumed to be for his Advantage, and yet at his full Age he may either agree to it and perfect it, or disagree to it and avoid it, without any Cause shewed. *Perk. Sect.* 4. *Co. super Lit* 2.

The Grantee himself must take by the Grant immediately, and not a Stranger, or any one *in futuro*. A Woman Covert may make a Grant, and if the Husband do not disagree to it, it is good; but if the Husband doth disagree, it is void. *Perk. Sect.* 43. *Co. sup. Lit.* 2.

A Grant to a Man, and his Issue, will be good to a Bastard, reputed to be his Son; And a Bastard may give or grant Lands as well as any other Person, after he has a reputed Name. *Perk. Sect.* 26, *&c.*

A Reversion may be granted as such, as well as a Possession; but not to commence at the End of a Term of Years incertain; for then 'twould be void for Uncertainty.

A Presentation to a Church after the Church is become void, Trusts and Confidences, Conies, Hares, Deer, *&c.* are not grantable without special Power to do it. *Dier* 283. *Perk. Sect.* 99. *Plow.* 379. *Bro. Done* 34.

If one make Apparel for another, and put it upon him to use and wear, this is a Gift or Grant in Law of the Apparel it self. 1 *H.* 4. 31. *Fitz. Barre* 179.

If Lands be granted to a Man, and his Heirs, without the Word, *Assigns*, yet he may assign it at his Pleasure; for *Assigns* is included within the Word *Heirs*.

Fee-Simple Land is chargeable with a Grant any Way; and a Reversion upon an Estate Tail is grantable; but the Tenant in Tail in Possession, by Recovery, may bar him in Reversion of any

any Fruit of it. *Co.* 6. Sir *Geo. Curſon's* Caſe. *Co.* 1. Lands granted to two Men, and their Heirs, though they have ſeveral Inheritances after both their Deaths, yet neither of them may grant away his Eſtate after his Life. *Co. ſuper Lit.* 182.

And if a Joint-Tenant gives or grants the Whole, the Grant is only good for the Grantor's Moiety; for a Man cannot grant what he has no Right to. *Perk. Sect.* 80. *&c.*

No ſecond Gift, or Grant, or Leaſe of one Thing, or Term is good, for the firſt will take Place; but in Reverſion after the former it may be good. *Perk. Sect. Dier* 35. 350. *Lit. Bro. Sect.* 298. *Perk. Sect.* 112.

A Bailiff may not give or grant his Maſter's Goods without Authority, tho' a Tavernor or Mercer's Servant may, and be good. *Bro. Done* 56. 4.

Grants ought to be of Things certain; yet if a Grant be made of a Horſe in a Stable where there is ſeveral, and no particular one is mentioned; in ſuch Caſe the Grantee may chuſe his Horſe. *Perk. Sect.* 76. *Bro. Grant.* 77.

Things granted by the common reputed Names for ten Years back, though not true, as a Ground for a Wood, a Plow Land for a Manor, *&c.* theſe Grants are nevertheleſs good. *Co.* 6. 65. 45 *E.* 3. 6. *Bro. Grant* 7. *Perk. Sect.* 116.

If I grant all my Lands in *D.* which I had of the Grant of *J. S.* this is a good grant of all my Lands in *D.* whether I had them of *J. S.* or of any other: But if the Words be, *All my Lands which I had by the Grant of* J. S. *in* D. then the Grant is not good to carry other Lands in *D.* but ſuch only as I had of *J. S. Mich.* 2 *Jac.* in *Brown's* Caſe.

Grants may be avoided by Incertainty, Impoſſibility,

poſſibility, made againſt Law, or on a wrong Title, or through a Want of Livery of Seiſin, &c. or when 'tis made through a corrupt Contract to defraud Creditors, &c.

If a Man grant, or deviſe, *omnia terras & tenementa ſua*, by this Word *Tenement*, a Reverſion well paſſes. 34 *H.* 6.

If a Man grants *totam terram*, which *A. B.* holds in Dower, the Reverſion ſhall paſs by ſuch a Form of Grant. 38 *E.* 3. 26.

A Grant of Tythes is not good without Deed, otherwiſe of the Parſonage with the Tythes to it appertaining; and the Reaſon is, for that the Glebe lies in Livery, and therefore may paſs for Years without Deed. 19 *H.* 8. 12.

A Man has a Mannor in the County of *N.* and Land is holden of this ſaid Mannor, lying in the County of *S.* by Grant of the Mannor, *cum pertinentiis*, by Fine, *in Comitatu N.* the Services of the Land in the other County ſhall paſs; and the Livery of a Mannor in one County makes the Services of the Land in the other County to paſs. 21 *E.* 3. 18.

A Court Baron is incident to a Mannor, and a Court of Pipowders to a Fair; and therefore the Lord of a Mannor, or of a Fair, cannot grant over the ſame Mannor, or Fair, and reſerve to himſelf thoſe Courts, becauſe they are Incidents inſeparable. 19 *H.* 8. *Br. Incidents* 34.

If three Coparceners are ſeized of a Mannor in Fee, where a Leet or Law-day is appendant, and they Grant to the King two Parts of the ſame Mannor, with the Appurtenances; yet ſuch Leet by ſuch Grant is not extinct; but this Leet remains appendant to the third Part of the ſame Mannor. *Bendloe's Rep. f.* 20. *Pl.* 29.

If two Tenants in Common, grant a Rent of

20 s. per Annum out of their Land, the Grantee shall have two Rents of Twenty Shillings, for that every Man's Grant shall be taken most strongly against himself; and therefore they be several Grants in Law. *Co. Lit. fo.* 197 a. *Co. Lib.* 5. 7. 6. *Windham's* Case. *Co. Lit. f.* 267. *b.*

A Man grants the next Presentation, and has a Wife, and dies, the Grantee shall have the first Presentation, the Heir the second, and the Wife for Dower the third. 32 *H.* 8. *Br. Presentation, al' Esglise*, 55. *Vide* 20 *H.* 8. 13.

The Grant of the next Presentation, or Avoidance of a Parsonage must be made by Deed, and not by Letter, or Word of Mouth. *Owen's Rep. f.* 47.

If a Parson or Prebend be within the Age of 21 Years, and he grants a Lease of his Benefice within Age, this shall bind him; for here he is admitted by the Law of Holy Church to take a Benefice within Age; so the Common Law of *England* makes him able to Lease his Benefice within Age. *Br. Age*, 80.

Tenant in Tail of an Advowson, and his Son and Heir joined in a Grant of the next Avoidance. Tenant in Tail died, and it was adjudged, That the Grant was utterly void against the Son and Heir that joined in the Grant, because he had nothing in the Advowson; neither in Possession or Right, nor in actual Possession at the Time of the Grant. *Hobart's Rep. f.* 45. Sir *Marmaduke Wyvell's* Case.

Tenant in Tail of a Manner, to which an Advowson is appendant, the Church being full, grants *proximam Advocationem*, and then dies; by his Death this Grant is meerly void. *Bulstrode*, 1 *Part. f.* 35. *Walter* versus *Bould.*

A Grant to *A. Habendum* to him, and two others,

others, *A.* shall only have it, and for his own Life. *Palmer's Rep.* 32. *Tyler* verſ. *Fiſher* and *Greenwood*.

When the Uſe of a Thing is granted, all is granted by which the Grantee may have and enjoy ſuch Uſe. *Sanders* 1 *Part*, 322, 323. *Pomfreit* verſ. *Ricroft*.

Tenant for Term of Life grants the Land to *B. Habendum ſibi & Heredibus ſuis*, for the Term of the Life of the Tenant for Life, this is no Forfeiture, for all is but a Limitation of the Eſtate.

A Grant by the Name of Meſſuage or Tenement, neither a Garden nor Land paſs; for by ſuch Words nothing paſſes but the Houſes and Precinct of them; and a Garden is a Thing diſtinct, for in a *Precipe* the Writ ſhall ſay, *de uno Meſſuagio, & uno Gardino*, which doth prove them to be ſeveral, which was granted by the Juſtices, *Dalliſon's Rep. f.* 29. *Pl.* 5.

If two Executors have a Term, and one of them grants to a Stranger all that doth belong to him, the entire Term paſſeth; for that each had an entire Authority and Intereſt in the Term as Executor. *Mich.* 28 *H.* 8. *Dyer f.* 23. *b Pl.* 146.

A falſe Conſideration in Letters Patents ſhall not make them void; as where the King, for 10*l.* to him paid, hath granted ſuch Land, and the Ten Pounds are not paid, the Patent is not void, nor ſhall be repealed; but contrary, it is of a Patent granted upon a falſe Suggeſtion, or Surmiſe, as to falſify, that the Land came to the King by Attainder of ſuch a Man which is not true, or the like. *Br. Patents* 100.

It was ſaid by *Brown*, That if a Man does Lett the Scite of a Mannor with all his Lands to the ſaid Mannor appurtenant, hereby all the Demeſn-

Demeſn-Lands do paſs: But if it were with all the Lands appertaining to the Scite, nothing paſſes but the Manor-Place. *Owen's Rep. f.* 51.

It was agreed, that where a Grant is made of Lands and Tenements in *D.* that Copyhold Lands paſs not, becauſe they cannot paſs by ſuch an Aſſurance; and that Copyhold Lands were not within the Statute of Bankrupts, unleſs they were particularly expreſſed; and a Copyhold cannot paſs but by Surrender. *Owen's Rep. f.* 37.

A Grant of an Annuity for a Man and his Heirs, to be paid annually at the four uſual Feaſts for 30 Years, to commence after the Death of the Grantor: And it was agreed by the Judges, that this is a good Grant, and charges the Heir, although it privily commenced in him: For *Yelverton* ſaid, he charged himſelf, and the Grant is for him and his Heirs, and the Warranty which is ſo granted to commence Thirty Years after: although the Father dies before Commencement of it, yet it ſhall bind his Heir; ſo it is of an Obligation to be paid Thirty Years after. *Littleton's Rep.* 245. *Terukly* verſ. *Clothworker.*

A Man grants an annual Rent out of Land wherein he hath no kind of Intereſt, yet this is a good Annuity to charge the Perſon of the Grantor in a Writ of Annuity. *Owen's Rep. f.* 3. 4 *H.* 4. 29 *a.*

A Man was outlawed, and afterwards made a Leaſe of his Lands, and then theſe Lands amongſt others were found by Inquiſition, and this Leaſe was pleaded in Bar to bind the King, being before the Inquiſition: And the Court held, That a Leaſe, or other Eſtate made by the Party after the Outlawry, and before the Inquiſition taken, will prevent the King's Title, if it be made *bona fide*, and upon good Conſideration; but if it be

in Trust for the Party only, it will not be a Bar; but no Conveyance whatsoever, after the Inquisition, will take away or discharge the King's Title. *Hardresse's Rep. f.* 101.

When a Man passeth Lands from himself, the Law gives him Liberty to pass them in such Way, and in such Manner as he himself shall think fit, and this Liberty ought to take Effect according to the express Words: For the Law will not extend the Words further, for the Intent shall appear by the Words. *Owen's Rep. f.* 9. *Richmond's Case.*

If a Man grant to another one Hundred Acres of Land in such a Field, and sixty in such a Field, *&c.* in which the Acres are known by Estimation or Limits, there the Acres shall be taken as they are known, and not according to the Measure by the Statute: But if I have a large Close containing Twenty Acres of Land by Estimation, which is not in Truth Eighteen Acres; and I grant ten Acres of the same Close to another, there he shall have them according to the Measure by the Statute, because the Acres of such a Close are not known by Parcels, or by Meets and Bounds. *Popham's Rep. f.* 55. *Morgan versus Tedcastle.*

It is said, If a Common Person grant a Rent, or other Thing, that lies in Grant only, without Limitation of any Estate, by the Delivery of the Deed only, the Freehold passes. 17 *E.* 3. 45. *a.* For that the Grant of a common Person shall be taken most forcibly against the Grantor. 7 *Ass. Pl.* 1. But if the King grants a Rent or Lands, without any Limitation of any Estate, the Grant is merely void for Incertainty: For the Grant of the King shall be taken more strongly for his Benefit and Advantage than that of a Common

Perſon; and if it may be taken to a double Intent, it ſhall be adjudged void for the Doubtfulneſs thereof. 8 *H.* 7. 1. *a. Davys Rep.* 45.

A Leaſe is made to a Man for ſixty Years, if *A. B.* and *C. D.* ſo long live, and afterwards *A. B.* dies, by his Death it is ſaid the Leaſe is determined; otherwiſe it is, if a Leaſe be made to one for the Lives of *A. B.* and *C. D.* there the Freehold doth not determine by the Death of one of them. *Co. Lib.* 13. *f.* 66.

A Man hath Land, in which there is a Mine of Coals, or the like, and maketh a Leaſe or Grant of the Land, for Life or for Years (without mentioning any Mines), the Leſſee may dig and take the Profits of ſuch Mines as were open at the Time of the Grant or Leaſe made; but he cannot dig for any new Mine that was not open at the Time of the Grant made; for that ſhould be adjudged Waſt. And if there be open Mines, and the Owner make a Leaſe of the Lands with the Mines therein, this ſhall extend to the open Mines only, and not to any hidden Mine; but if there be no open Mine, and the Leaſe is made of the Land, together with all Mines therein, there the Leſſee may dig for Mines, and enjoy the Benefit thereof, otherwiſe theſe Words would be void. *Co.* 1 *Inſt. fa.* 54. *b. Co. Lib.* 5. *Saunder's* Caſe. *Hob. Rep. fo.* 234. Lord *Darcy* verſ. *Askwith.*

A Grant or Feoffment by Tenant for Life, confirmed by him in Remainder, is a ſure Way, and not eaſy to be avoided.

Of

Of Feoffments.

A Feoffment, ſtrictly and properly, is the Gift or Grant of any Honours, Caſtles, Manors, Meſſuages, Lands, Houſes, or other corporeal immoveable Things of like Nature, which be hereditable to another in Fee-Simple; (*id eſt,*) *To him and his Heirs for ever*, by the Delivery of Seiſin, and Poſſeſſion of the Things given. *Co. Lit.* 9. *Lit. Sect.* 57.

Therefore, in brief, it may be defined thus, That where by Deed Lands are given, and Livery and Seiſin made, it is not called a Feoffment, unleſs the Fee-Simple be conveyed; otherwiſe it is called a Leaſe for Life, or Gift in Tail.

And this kind of Conveyance, as it is the moſt ancient Kind, ſo it is ſaid to be the beſt and moſt excellent of all others, and in ſome Reſpects to excell the Conveyance by Fine and Recovery.

For it is of that Nature and Efficacy (by Reaſon alſo of the Livery of Seiſin, which is always incident to it), that it cleareth all Diſſeiſins, Abatements, Intruſions, and other wrongful and defeazible Titles, and reduceth the Eſtate clearly to the Feoffee, when the Entry of the Feoffor is lawful; which neither Fine, Recovery, nor Bargain, and Sale by Deed indented, and inrolled will do, when the Feoffor is out of Poſſeſſion.

And it paſſeth the preſent Eſtate of the Feoffor, and alſo barreth and excludeth him of all preſent and future Right to the Thing, which is ſo conveyed; inſomuch that if one have divers Eſtates, all of 'em paſs by his Feoffment; and if he have any Intereſt, Rent, Common, or the like, into or out of the Lands, it is diſtinguiſhed and gone by the Feoffment. It

It alſo barreth the Feoffor of all Collateral Benefits touching the Lands; as Condition, Power of Revocation, Writs of Error, Attaint, and the like; ſo that if a Man make an Eſtate of the Land upon Condition, or with Power to revoke it, and afterward he make a Feoffment of the Land; by this Feoffment he is barred for ever of taking Advantage of the Condition or Power of Revocation.

It deſtroyeth contingent Uſes, gives away a future Uſe incluſive, gives away a Seignory incluſively, and gives away a Right of Action. For both the Feoffment and Livery of Seiſin incident thereunto, are much favoured in Law, and will be conſtrued moſt ſtrongly againſt the Feoffor, and in Advantage of the Feoffee.

And for that it is ſo ſolemnly and publickly made, it is of all other Conveyances moſt obſerved; and alſo beſt remembred and proved by Reaſon of the Livery and Seiſin, *&c. Weſt. Symb.* 235. *Co. Lit.* 6. 49. 9 *Co.* 1. 111, 112. 6 *Co.* 70. 1 *Co.* 121. *Plow.* 554. *Perk. Sect.* 210.

No Feoffment can be made of ſuch Things whereof Livery of Seiſin cannot be made, as Rents, Reverſions, Services, Advowſons in groſs, and the like, which lie not in Livery; but thoſe Things that lie not in Livery will paſs by Grant. It is good to make a Warranty and Covenants in your Deed of Feoffment, though the Deed is good without any of them.

No Deed of Feoffment can be good to paſs any thing by Way of Feoffment only, but where a Livery of Seiſin is duly made and executed upon it.

And Livery of Seiſin is a Ceremony in the Common Law uſed in the Conveyance of Lands or Tenements, whereby the Eſtate and Poſſeſſion thereof is given from one Man to another, and Livery of Seiſin.

of this there are two Kinds, Livery in Deed, and Livery in Law.

Livery in Deed.

A Livery in Deed is where the Feoffor, Donor or Leſſor, by himſelf or another, taketh the Ring, or Latch or Key of the Door of the Houſe, or a Turf or Twig of the Land or Wood, and delivereth the ſame upon the Land unto the Feoffee, Donee or Leſſee, in the Nature of Seiſin of the Houſe, or Seiſin of the Land: And this may be done either by the Parties themſelves, where they be preſent, or, if they be abſent, it may be done by their Attorneys.

Livery in Law.

Livery in Law, which is where the Party to the Deed delivereth the Deed in View of the Land granted, and doth uſe theſe or any ſuch like Words, *Go enter, and take the Land according to the Deed*; or, *Take the Land, and I wiſh you Joy of it*; or, *I deliver you this Deed in the Name of Seiſin*, &c. But in this Caſe, the Land muſt be in the Grantor's own Poſſeſſion.

Livery of Seiſin, where needful:

Livery of Seiſin is needful, where any Eſtate in Fee-Simple, Fee-Tail of a Man's own or another's Life, is made for any corporeal Lands or Tenements; where a Leaſe is made of Lands for Years, the Remainder to a Stranger in Fee-Simple, Fee-Tail, or for Life, there it muſt be made to the Leſſee for Years, or elſe nothing will paſs to him in Remainder, but the Leaſe for Years is good.

Where not needful.

But Livery of Seiſin is not needful in all theſe following Caſes: Where any Freehold Eſtate is created by Matter of Record, or by Covenant, and raiſing of Uſe thereby: When an Entry of Freehold is made by Way of Exchange, Indowment at the Church Door; or by the Aſſent of the Father; or by Way of Surrender, Deviſe; or by Way of Releaſe or Confirmation: Where the

the Eſtate comes by Way of Increaſe or Executory Grant; as where the Fee-Simple is granted to the Leſſee for Life or Years in Poſſeſſion: Where a Corporeal Thing, as Houſe or Land, doth belong to an Office, and the Office is granted by Deed, the Houſe and Land paſs without Livery: Where there's made a Leaſe for Years only, tho' never ſo many: Where the Fee-Simple of Trees are granted. In all theſe laſt Caſes, Livery of Seiſin is not neceſſary.

By and to whom made.

Livery of Seiſin muſt be made by him that makes the Eſtate or his lawful Attorney, to the Party that taketh the Eſtate or his Attorney lawfully authorized. It muſt be made in the Lifetime of the Parties, unleſs there be more Feoffees than one, and they all die but one, then Livery of Seiſin may be made to that one: It ought to be done before the Feoffee, Donee or Leſſee enter, and it muſt not be done before the Eſtate begins.

Where made.

And when a Feoffment is made of Houſe and Land, the fitteſt Place to make Livery is in the Houſe, and at the Door of the Houſe. When a Feoffment is made of divers Cloſes or Parcels of Land, there it may be made in any one Cloſe or Piece of Land. When it is made of a Rectory, the fitteſt Place is the Parſonage Houſe; and if there be no Houſe upon the Glebe, or if there be neither, it may be made at the Ring of the Church Door. When 'tis made of a Manor, the fitteſt Place is the Manor Houſe; and if there be none, Part of the Demeſnes. When 'tis made of divers Pieces of Land in divers Villages in the ſame County, Livery on any Part thereof in the Name of all the reſt is good; but if it lies in more Counties than one, Livery muſt be made in every County.

If I am ſeized of one Acre in Fee, and of ano-

ther Acre for Life, and I make a Feoffment of both Acres, and make Livery of Seisin in that Acre whereof I am seized in Fee, in the Name of both Acres, this will pass both Acres. But *contra*, if the Acre for Life was for Years, then Livery must be made on both Acres. 9 *H.* 7. 25.

In the making of Livery, all the Persons that have any lawful Estate and Possession, in the Thing whereof the Livery is made, as Lessees for Life, Years, and such like, must join in the making of it, or at least before the Time it is doing absent and removed from off the Land.

The Manner of doing it.

The Feoffor, Donor, *&c.* and the Feoffee, Donee, *&c.* or their Attorneys or Servants that have Authority, do come to the Door, Backside or Garden, if it be a House; if not, to some Part of the Land where Seisin is to be delivered, and there, in the Presence of good Witnesses, do shew the Cause of their Meeting, and do read the Deed, or the Contents thereof, and of the Letter of Attorney (if any); and then the Feoffor, *&c.* or his Attorney, (if it be a House) do take the Ring, Latch, or Key of the Door, (all the People, Men, Women, and Children, being out of the House;) or, if it be of a Piece of Ground, do take a Clod of the Ground, or a Bough or Twig of a Tree or Bush growing thereupon, and (all the People being out of the Ground) the same Ring, *&c.* Clod, *&c.* with the Deed, do deliver to the Feoffee, Donee, *&c.* saying the usual Words.

And then if it be a House, the Feoffee, *&c.* doth enter in first alone, and shut to the Door, and then he doth open it and let in others. Then the Delivery must be endorsed on the Backside of the Deed, with the Time of doing it, and the Names of the Witnesses thereto, which perfects your Livery of Seisin.

But

But a Livery of Seiſin that is not ſo exactly made may be good: As if the Feoffor, *&c.* or his Attorney, take any Thing elſe from off the Land, as a Stone or the like, and therewithal doth make the Livery of Seiſin; or if he take a Turf or Twig from off another Man's Ground, and not from the ſame whereof Poſſeſſion is to be given, and deliver that upon the Ground in the Name of the Seiſin; or if he take a Piece of Silver or Gold, or a Rod, Stick, or the like, and deliver this upon the Land in the Name of Seiſin; all theſe are good Deliveries of Seiſin and Poſſeſſion.

If divers Parcels of Land be conveyed, and Livery of Seiſin is made in one, or there be divers Feoffees, and Livery of Seiſin is made to one of them according to the Deed, without uſing any more Words, this is good; but it is beſt to add, *In the Name of all the reſt*, &c.

By Livery of Seiſin, the Feoffor transferreth unto the Feoffee all that he hath in the Things whereof Livery is made. *Weſt*, *Sect.* 251. *p.* 1. *lib.* 2.

Rents, Advowſons, Services, Courts, and the Profits, Commons, *&c.* will paſs by a Feoffment of a Thing to which they belong; and thoſe Things that lie not in Livery, will paſs by the Words, *Give and grant*. And when there is Occaſion, both Livery and Attornment may be indorſed on the ſame Deed; for the Words, *Give and grant*, may amount to a Grant, a Feoffment, a Gift, a Leaſe, *&c.* and ſo may be uſed as pleaſes him that hath it. *Co. Lit.* 30. 48.

Feoffment without Livery of Seiſin is only an Eſtate at Will, and the Feoffor may put out the Feoffee at his Pleaſure; and if either of the Parties die before Livery of Seiſin is made, the Feoff-

ment is void. *Plow.* 214, 219. *Co. ſuper Lit.* 5. 2.

Livery of Seiſin may remedy a Defect in a Conveyance, and make the Eſtate good in ſome Caſes, tho' the Conveyance be void.

But Livery of Seiſin will not hinder the Entry of him in Reverſion, in caſe Leſſee for Life makes a Feoffment in Fee, for that will not ſave the Forfeiture of the Eſtate, but he in Reverſion may enter as in other Caſes. *Co. ſuper Lit.* 52.

A Feoffment cannot be good, unleſs the Feoffor have a Poſſeſſion; ſo that a Stranger entring on my Land, and making a Feoffment of it to another, I being upon the Land, is void. *Perk. ſect.* 119.

One Jointenant may not make a Feoffment of his Part of the Land to his Companion, but Tenants in Common or Coparceners may. *Perk, Sect.* 197.

A Woman without her Husband, or one Member of a Corporation alone, may not make Feoffments of Lands without the Husband or the other Members of the Corporation, altho' they conſent to it. *Perk. Sect.* 185, 186, 205, 224, 225.

And a Husband cannot make a Feoffment to his Wife after Marriage, but after a Contract made or carnal Knowledge he may. *Perk. Sect.* 194.

But altho' a Man cannot grant Lands to his Wife after Marriage, yet he may covenant with others to ſtand ſeized to the Uſe of his Wife, or make a Feoffment or Grant of it to another for or in Truſt for her.

A Feoffment made by the Husband of the Wife's Land during her Life, is good againſt all except the Wife; but ſhe may avoid it after his Death, if ſhe did not agree to it. *Perk. Sect.* 223.

Baron and Feme are Tenants in Tail, the Baron

ron goes out of the Country, and the Wife makes a Feoffment to a Stranger; by the Court, this is a Diſſeiſin to the Husband, and therefore a void Feoffment. 9 *Aſſ. pl.* 20.

Baron and Feme join in a Feoffment of the Wife's Land, rendring Rent, and the Husband dies, and the Feme takes a ſecond Husband before any Rent-day, and he accepts the Rent, the Feoffment is affirmed for ever. *Lord* Bacon's *Elements of the Common Law, Regula* 1. *p.* 5.

Where a Man is outlawed in Treſpaſs, or any other Action perſonal, there the King is intitled to the Profits, but not ſeized; therefore in that Caſe the Feoffment of the Party is good: But it is otherwiſe where the King is intitled by Office of Seiſure, for there the Party cannot make a Feoffment until after Livery had been ſued. 9 *H.* 6. 20.

A Feoffment made of a Houſe *cum Pertinentiis*, nothing ſhall paſs by theſe Words *cum Pertinentiis*, but the Garden, Curtilage, and the Cloſe adjoining to the Houſe, and upon which the Houſe is built, and no other Land, tho' the other Land has been occupied with the Houſe. *Br. Feoffments de Terres* 53. 23 *H.* 8.

If four Perſons join in a Feoffment in Fee, whereof three of thoſe Perſons have nothing in the Land, this is notwithſtanding a good Feoffment in Law. 42 *Ed.* 3. 12.

A Man enfeoffs four Men by Deed, and makes Livery of Seiſin to one of them in the Name of all; this is a good Feoffment to all of them: But if a Man infeoff four without Deed, and makes Livery of Seiſin to one of them in the Name of all, there nothing veſts but in him that took by the Livery. 15 E. 4. 18.

A Feoffment in Fee to four Men, and one of

the four makes a Letter of Attorney to *A. B.* to receive Livery for himself and his Companions, which is accordingly executed, nothing passes but to him only that made the Letter of Attorney, for every Feoffee or his Attorney ought to receive Livery. *Br. Feoffments de Terres* 67, *and* 72. 16 *E.* 4. 1.

A Man makes an absolute Deed of Feoffment, and a Letter of Attorney to make Livery of Seisin, upon Condition; this is adjudged a Disseisin. 12 *Ass. pl.* 24.

A Father in good Health makes a Charter of Feoffment to his younger Son, with a Letter of Attorney to deliver Seisin, and before Livery was executed, the Father becomes Paralytick, and so proves mute, and then the Attorney makes the Livery, and by all Signs that a Man could perceive, he agreed to the Execution of the Livery and Seisin, and it was adjudged to be a good Feoffment. 25 *Ass. pl.* 4.

A Letter of Attorney is made to *A. B.* to deliver Livery and Seisin in the Capital Messuage, and he doth it in another Place of the Land, or between the Hours of Two and Three, and he does it before or after, *&c.* the Act of the Attorney as to execute the Estate is void. 10 *H.* 7. 9. *b.* 16 *Eliz. Dyer* 337. 10 *H.* 7. 15. *b.* 11 *H.* 7. 13. *a.* 11 *Eliz. Dyer, f.* 283.

A Letter of Attorney is made to three, *Conjunctim & Divisim*, two cannot make Livery of Seisin. 38 *H.* 8. *Dyer* 62. and 27 *H.* 8. 6. *b.*

A Letter of Attorney to deliver Possession without a Deed of Feoffment, is void in Law. *Kelwey's Rep. f.* 51. *a.*

A Feoffment made to *Margery*, and Livery and Seisin made to *Margaret*, which is her true Name, this is a good Feoffment. 1 *Rolls part*, *f.* 230. *Butler versus Fincher.*

A

A Feoffment of one Coparcener of a Manor made of the whole Manor, carries but a Moiety. *Bulſtrode*, 1 *part*, *f.* 4. *Proctor verſus Johnſon.*

A Man ſeized of a Manor to which an Advowſon is appendant, and a Feoffment is made, and the Eſtate not executed, the Advowſon paſſes not. *Savil's Rep. f.* 63. *n.* 134.

A Charter of Feoffment from a Day to come, if Livery of Seiſin be made by the Party, after the Day, the Livery is good. *Palmer*, *f.* 30. *Taylor verſus Fiſher* and *Greenwood.*

A Feoffment made in Fee of two Acres to two Perſons, *Habendum* one Acre to one, and the other Acre to the other: This *Habendum* is void. *Noy* in his Rules, *p.* 13. *Reg.* 34.

A Feoffment to the Parſon of *Dale* and his Succeſſors in Fee, to the Uſe of the Pariſhioners; this Uſe is void, for that the Pariſhioners are not capable to take. 12 *H.* 7. 27. and *Crompton*, *f.* 62. *B.* Tit. *Chancery*.

A Feoffment is made to *A. B.* and the Feoffor delivers the Deed upon the Land; this is a good Feoffment, and ſo adjudged by all the Juſtices of the *Common-Pleas*. *Br. Feoffments* 74.

If a Man makes a Charter of Feoffment, and ſtands afar off and ſhews to the Feoffee the Lands which are comprized in the Charter, and delivers to him the Charter and willeth him to enter, and the Feoffee ſees the Lands and receives the Charter, and agrees to it, and does not dare for Fear of Death to enter; this is a ſufficient Poſſeſſion to have an Aſſize, and ſo a good Feoffment without Livery or Entry. 38 *Aſſ. pl.* 23.

If a Coypholder in Tail doth accept of a Feoffment from the Lord of the Copyhold Manor, it deſtroys not the Copyhold, ſo as to conclude his Iſſue. *Carter's Rep. f.* 6, 7. *Taylor verſ. Shaw.*

And if the Lord of a Manor make a Leaſe for Life to the Copyholder by Parol, this doth not deſtroy the Copyhold Eſtate unleſs Livery be made, and then 'tis ſaid it does. *Latch. Rep. f.* 213.

If a Man be ſeized of a Houſe, and ſome other Houſes, and makes a Leaſe for Years of the other Houſes, and after the Leſſor makes a Charter of Feoffment of all the Houſes, and makes Livery in the Houſe of which he is ſeized, and not in the other Houſes; nothing in the other Tenements paſſeth; but if he had made a Leaſe at Will, it had been otherwiſe. *Daliſon's Rep. f.* 46. *pl.* 1.

If there be Land for Life, the Remainder in Fee, he in Remainder makes a Deed of Feoffment, and a Letter of Attorney to deliver Seiſin, and the Attorney enters and makes Livery accordingly; yet the Remainder paſſeth not thereby, for the Attorney by his Entry makes a Diſſeiſin, and ſo plucks the Fee and Freehold out of both before Livery: But if he in Remainder himſelf enters and makes a Feoffment, then the Remainder paſſeth. *Daliſon's Rep. f.* 113. *pl.* 4.

A Man bargains and ſells his Lands by Deed indented to be inrolled, and before Inrolment he makes Livery to the Bargainee, and afterwards the Indenture was inrolled, the Livery prevents the Operation of the Inrolment, and the Party ſhall be counted in by the Livery, and not by the Bargain and Sale, for Livery is a more worthy Ceremony to paſs Eſtates, and therefore ſhall be preſerved. *Leonard* 1 *part*, *n.* 10. *Stonely* and *Bracebridge's* Caſe.

It was holden by the Court, That if a Feoffment be made of a Houſe, and the Deed be delivered in the Houſe without other Circumſtances, the ſame doth not amount to a Livery of

Seiſin; but if he do any Act by which the Intent of the Feoffor appeareth, that the Feoffee ſhould have Livery and Seiſin; as if the Parties go of Purpoſe to the Place intended to paſs, to the Intent that the Deed may be delivered in that Kind, the ſame doth amount to a Livery: By *Anderſon* and the whole Court. *Leonard* 1 *part*, *n.* 287. *Wills* and *Snowball's* Caſe.

It was held by *Dyer* and *Manwood*, That if a Leaſe be made to *B.* for Years, the Remainder to the right Heirs of the ſaid *B.* and Livery of Seiſin is made, that the Remainder is void; becauſe there is not any Perſon *in eſſe*, who can take preſently by the Livery, and every Livery ought to have its Operation preſently: But where a Leaſe is made to *B.* for Life, the Remainder to his right Heirs, there he has a Fee executed, and it ſhall not be in Obeyance, for there he takes the Freehold by the Livery. *Leonard* 4 *part*, *n.* 67.

A. B. made a Leaſe of Lands for Years, and after by Deed indented, bargains and ſells the Land to another and his Heirs, and the Deed not being inrolled, *A. B.* delivers Seiſin of the Land, *Secundum formam Charte indentat' pred'*. And if this was a good Feoffment or not, was the Queſtion in the Court of Wards; and the Opinion of the two Juſtices was, That it was a good Feoffment. *Anderſon* 2 *part*, *n.* 51. *f.* 68.

If one enfeoff his Son and Heir apparent, and no Uſe is expreſſed, nor Conſideration; it was ſaid at the Bar, That it ſhould be to the Uſe of the Son; and ſo hath the Law been taken; and ſo it is in the Caſe of a Covenant to ſtand ſeized to the Uſe of his Son. *Leonard* 4 *part*, *n.* 218. *Hodges's* Caſe.

But there is a Difference between a Feoffment in Fee to an Uſe, and a Covenant to ſtand ſeized

to it: As in caſe a Feoffment in Fee be, and the Uſe limited to a Perſon incapable to take, the Remainder over, nothing returns to the Feoffor: And in a Covenant to ſtand ſeized it is otherwiſe, as in *Paget's* Caſe put in the Caſe of the Rector of *Chedington*. So if a Feoffment in Fee be made to the Uſe of one for Life, the Remainder over, the Leſſee for Life refuſes, the other ſhall take; but otherwiſe it is in an Eſtate upon a Covenant, *Lit. Rep. f.* 262. *Beckes's* Caſe.

A Man makes a Leaſe for Years of a Houſe, the Leſſor makes a Feoffment to a Stranger, and comes to make Livery, the Wife of the Leſſee (in his Abſence) being there within, the Leſſor enters, and by Force extrudes the Wife againſt her Will to the Backſide, which was Part of the Land leaſed, and Livery in the Houſe was made in the Name of all the Land: And becauſe the Wife always remained on the Land and contradicted the Livery, the Livery was void; but if ſhe had gone out of the Houſe by Agreement, altho' ſhe had remained upon ſome other Part of the Land, the Livery had been good; and if the Leſſor had extruded her by Force, and againſt her Will, into the High-Street, ſo that ſhe had not been upon any Part of the Land at the Time of the Livery, then the Livery had been good: By *Harpur*, *Manwood*, and *Mounſon*, in the Star-Chamber. *Daliſon's Rep. f.* 94. *pl.* 18.

Land was deviſed to the Father for Life, Remainder to the next Heir Male of the Father, and to the Heirs Males of his Body; the Father infeoffs *A. B.* with Warranty: It was reſolved, That by the Feoffment of the Tenant for Life, the Remainder was deſtroyed, for every contingent Remainder ought to veſt either during the particular Eſtate, or at the leaſt *ei inſtanti* that the par-

particular Eſtate determineth; for if the particular Eſtate be ended or determined in Deed, or in Law, before the Contingency fall, the Remainder is void. And in this Caſe, by the Feoffment of the Father, his Eſtate for Life was determined by Condition in Law, which cannot be revived by any Poſſibility; for this Cauſe the contingent Remainder is void, for by the Feoffment no Right of the particular Eſtate remaineth. *Co. lib.* 1.66. *Archer's* Caſe. *Cro.* 1 *part*, 453. *Baldwin verſus Smith.*

Treſpaſs. Upon Evidence it was moved by *Coke*, Attorney General; Where an Indenture of Bargain and Sale between *A. B.* of the one Part, *C. D.* of the other Part, and in the End thereof a Letter of Attorney to *A. N.* to make Livery was produced in Court, that it ſhould be void, becauſe the Attorney was not Party to the Deed. But all the Court held it to be good enough, for in many ſuch Indentures are ſuch Letters of Attorney made; and it is a common Aſſurance, and therefore good. *Cro.* 1 *part*, *f.* 905. *pl.* 10. *Moyle verſus Ewer.*

A. Tenant for Life, the Remainder to *B.* for Life, the Remainder in Tail, the Remainder to the right Heirs of *B.* *A.* and *B.* join in a Feoffment by Deed, albeit it may be ſaid, that this is the Feoffment of *A.* and the Confirmation of *B.* and conſequently he in the Remainder in Tail cannot enter for the Forfeiture during the Life of *B.* Yet becauſe *B.* joined in the Feoffment which was tortious to him in Remainder in Tail, therefore they forfeited both their Eſtates, and he in Remainder in Tail might enter for the Forfeiture. 17 *Eliz. Dyer, fo.* 339.

Lands executed by Livery, *&c.* cannot by Indenture of Defeazance be defeated afterwards.

And

And ſo if a Diſſeiſſee releaſe to a Diſſeiſor, it cannot be defeated by Indenture of Defeazance made afterwards; but at the Time of the Releaſe or Feoffment, *&c.* the ſame may be defeated by Indentures of Defeazance. *Co. Lit. fo.* 236. *b.* and *Co. lib.* 2. *fo.* 71. *a.* Lord *Cromwell's* Caſe.

But Obligations on Judgments, *&c.* which are Things but Executory, may be releaſed or defeated at any Time, by Deed ſealed, although they be not ſealed at the ſame Time, with the Obligations or Judgments, *&c. Saunders, Rep. Part* 2. *Fowell* verſus *Foreſt.*

Of Fines.

A Fine is taken for a final Agreement, or Conveyance upon Record, for the ſettling and ſecuring of Lands and Tenements acknowledged in the King's Court (by the Cognizor of the Land or other Thing) to be the Right of the Conuſee.

This Fine is called a Feoffment of Record, becauſe it includeth all that a Feoffment doth, and worketh farther of his own Nature, and barreth Entail peremptorily, whether the Heir claim within five Years or not, if he Claim by him that levied the Fine.

A Fine begins by *Precipe* and Concord.

The *Precipe* is a Command or Charge, ſuppoſed to be given to the Cognizees, *To hold Covenant with the Cognizors of ſuch and ſuch Lands,* &c.

The Concord is the very Covenant or Agreement between the Parties, Cognizors and Cognizees.

And in Caſe of a double Fine the Releaſe and Warranty muſt be from the Heirs of one of the Cognizors: For in a Fine from divers, the Fee muſt be ſupported to be in one of them only. *Weſt. Preſt.* Tit. *Fines* 30. And

And if divers join in a Fine it is ſaid, the Warranty muſt be by them, and the Heirs of one of them, which is the Owner of the Land. 44 *E.* 3, 1. Yet if there be divers Cognizors they may warrant ſeverally, and either generally or ſpecially: For it is obſerved by Mr. *Weſt*, Tit. *Fines*, *Sect.* 147. That Warranties be ſometimes general, that is, againſt all Men; ſome againſt all, except certain Perſons; ſome againſt certain Perſons only; ſome againſt every Cognizor, and his Heirs ſeverally; ſome againſt one of the Cognizors, and his Heirs only; ſome of all the Lands in the Fine; ſome of all, except a certain Part; and ſome of Part only certainly expreſſed. *Weſt*, Tit. *Fines* 147.

All Perſons, Male and Female, may be Cognizors, except Ideots, Lunaticks, Men having the Lethargy, Blind, Deaf, or Dumb; Friars, Nuns, Monks (who are dead in Law) and Perſons having joint Power, as a Biſhop without the Dean and Chapter; a Dean without his Chapter; a Parſon, Vicar, Prebendary, without their Ordinary; a Mayor, without his Commonalty; Maſters of Colleges, without their Fellows, *&c.* *Weſt*, *ibid.*

And all ſuch Perſons as may be Grantees, or take Contracts, may be Cognizees.

Cognizees in Fines muſt be named by their proper Names and Sirnames: For a Fine levied to *A.* and *Sibel* his Wife (where her Chriſtian Name was *Iſabel*) was holden void. 1 *Aſſ. Pl.* 11.

Care ought to be taken that Drunken Men, and old doting Perſons be not Cognizors, for their Fines are not reverſible. 17 *E.* 3. 5. *&* 8. 17 *Aſſ.* 17.

Infants, *viz.* all Perſons under the Age of 21 Years ought to have a ſpecial Care how they levy

vy a Fine; for they muſt be reverſed again during their Infancy; otherwiſe they are good, and the Court muſt ſee them at ſuch Reverſal, thereby to judge of their Age. 50 *E.* 3. 5. 17 *E.* 3. 52, 78.

A married Woman under Age ought to take Care, that ſhe levy not a Fine of her own Lands; for ſhe cannot reverſe it during her Husband's Life, neither after his Death, if ſhe be then of full Age. 50 *E.* 3. 5. *Aſſ. Pl.* 53.

And ſhe muſt beware how ſhe with her Husband levy a Fine of her Jointure, leſt ſhe thereby loſe her Third, if the Jointure were well ſettled before Marriage. *Dyer fo.* 359. *Pla.* 49.

And if a married Woman without her Husband levy a Fine of her own Lands, wherein ſhe hath Fee-Simple, it will be a Bar againſt her and her Heirs, unleſs her Husband avoid it by Entry, or otherwiſe, during her Life.

And if he be Tenant by Courteſy, he may reverſe it after her Death. 17 *E.* 3. 52 & 78. 17 *Aſſ.* 17. 7 *H.* 4. 23.

A Husband without his Wife ought not to levy a Fine of her Lands; for ſhe and her Heirs may avoid it after his Death. 32 *H.* 8. *cap.* 28. 12 *E.* 4. 12. 42 *E.* 3. 20.

If Lands of the Husband, or his Anceſtors, aſſured for Jointure, Dower, or in Tail, to any Woman by Means of her Husband, or his Anceſtors, be by her granted for a greater Eſtate than for her Life, her Eſtate is preſently forfeited. *Plow. fol.* 459.

If a Husband levy a Fine of his own Lands, whereof his Wife is Dowable, and die, and five Years paſs, ſhe is not barred of her Dower, for before his Death ſhe had only a Poſſibility, and not any Title to Dower. *Plow. fo.* 373. *a.*

Perſons

Persons outlawed, or waved in personal Actions, may alien by Fine; and Persons attainted of Felony or Treason may levy a Fine; but their Fines are void against the King, and the Lord of whom the Lands be holden. 9 *H.* 6. 20. 21 *H.* 7. 7.

Tenant for Life may levy a Fine, Sur-Grant and Release of the Lands, which he holdeth for Life, *To hold* to the Cognizee for Life of the Tenant for Life. 44 *E.* 3. 36. But if the Estate be larger, it is a Forfeiture of his Estate. 4 *H.* 7. *Ploy.* 40. And the Law is the same of such Fines by Tenant in Tail, after Possibility, Tenant in Dower, or by the Courtesie. 39 *E.* 3. 16. But it seemeth to be no Forfeiture of a Rent.

Tenant in Common, or Joint-Tenant may levy a Fine of his Part. 26 *H.* 8. 9. So a Copartner may of his Part. *Dyer* 334. So may Tenant in Tail, General or Special: Also Tenant in Fee-Simple, in Remainder or Reversion.

All or two of the Justices of the Common-Pleas may in open Court take Cognizance of Fines, and record them by Vertue of their Offices: And the Justices of the Common Pleas are the only Judges for the recording of Fines, and all Cognizances thereof must be certified thither. 15 *E.* 2. 36 *H.* 8 44 *E.* 3. 38.

The Chief Justice of the Common-Pleas, by Prerogative of his Office may take Cognizance of Fines in any Place out of the Court, and certify the same without a *Dedimus Potestatem*. *Dyer* 244. *Pl.* 21. The others must be by *Dedimus*.

Fines may be levied of all Things, being *in esse tempore Finis*, and certainly expressed in the Writs; but they may not be levied of Things uncertain, nor of Lands restrained from Sale by Act of Parliament. 28 *E.* 4. 22. 3 *E.* 4. 19. 32 *H.* 8. *cap.* 36.

Lands bought of divers Persons by several Purchasers, may pass into one Fine, and then the Writ of Covenant must be brought by the Vendees against all the Vendors, and every Vendor must warrant against him, and his Heirs only. And these joint Fines are necessary when the Purchasers are of small Value, and the Charges would exceed the Value.

Privies in Blood, as Heirs of the Cognizors, claiming by the same Title that their Ancestors had that levied the Fine, are barred presently thereby, whether they are void of Impediments or not. 1 *R.* 3. *c.* 7. 4 *H.* 7. *c.* 24. *Br. Fines* 109.

But Strangers to Fines (that is such as be not Parties or Privies) have five Years after Proclamation to enter and claim their Right. *ibid.*

The like Time have Infants, after they accomplish their full Age; Madmen and Lunaticks after they are cured of their Maladies: Also Feme Coverts, or married Women, being Strangers to the Fine, after the Death of their Husbands; Prisoners Strangers to the Fine after their Enlargement have five Years. *Plowd.* 367, 375. 376. *a.* 359. *b.* 4 *H.* 7. *c.* 24. *Plow.* 360. *a.* 366. *a.* 375. *a.*

But if a single Woman, being Estranger to the Fine, having present Right, take an Husband, who suffereth the five Years to pass; she is ever barred. *Plowd.* 366. *a.*

Such Strangers to Fines void of Impediments, whose Right or Title cometh or descendeth to them after the Proclamation, have five Years after the coming of such Right. 1 *R.* 3. *cap.* 7. 4 *H.* 7. *cap.* 24. *Plow. fo.* 378. *a. b.*

So he in Remainder or Reversion, depending upon an Estate of Freehold, after the Remainder or Reversion accrueth, hath five Years to enter, and

and if he die before Entry, his Heir hath only five Years to enter after the Death of the particular Tenant. *Plowd. fo.* 374. *a. b.*

And if Strangers have ſeveral future Rights by divers Titles growing at ſeveral Times, they ſhall have ſeveral five Years, from the Time that their ſeveral Titles accrued unto them. *Plow. fo.* 373. *a.*

Eſtrangers out of the Realm at the Time of the Fine levied, ſhall have five Years to make their Claim after their Return: And if he that hath Right be beyond Sea at the Time of the Fine levied, and never return, the Heir is not limited to Time. And ſo it is of an Infant being Party to the Fine, having preſent Right; if he dieth in his Infancy, his Heir is not limited: And ſo it is of a Perſon *Non compos mentis*, by the Act of God; or a Man in Priſon by the Act of the Law; or a Feme Covert by her own Act, if ſhe die ſo, being Parties to the Fine. *2 Co. Inſt.* 319, 320. *Plowd.* 366.

Five Years are alſo allowed after a Remainder doth fall, five Years after Forfeiture of the Tenant for Life, and five Years for a Woman to claim her Dower after the Death of her Husband. A Child in the Womb at the Time of paſſing a Fine hath five Years after his Age of Twenty one Years to make his Claim. And a Fine muſt be of Lands in Poſſeſſion, or elſe the five Years will be no bar. And on an Entry or Claim within the five Years an Action muſt be brought within one Year after ſuch Entry or Claim, *per Statute 4 & 5 Annæ.*

If there be two of one Name, and the one levy a Fine of the Lands of the other, the other may avoid it by pleading; likewiſe the Owner of the Land may avoid the Fine levied by a

Stranger, in his Name, becauſe it is a Matter of Record, and there is no other Remedy, except an Action of Deceipt. 34 H. 6. 19.

But neither Parties to Fines, nor their Heirs may plead, that before, at, and ſince the levying the Fine, the Plaintiff, or their Heirs, were always ſeized of the Lands in the Fine, or of Parcel thereof. 27 E. 1. c. 1.

Tenant in Remainder in Fee may aver the Continuance of Poſſeſſion againſt a Fine, *ſur Cognizance de Droit come ceo*, &c. levied by Tenant in Tail. 12 E. 4. 12. Becauſe he is neither the Party nor his Heir; and ſo may a Feme Covert, where her Husband ſole levieth the Fine, *ibid.*

Iſſue in Tail may aver Continuance of Poſſeſſion againſt a Fine, *ſur Cognizance de Droit tantum*, but not againſt a Fine, *ſur Cognizance de Droit come ceo*, &c. becauſe that Fine is executed, and the other only Executory. 12 E. 4. 15 & 19. 11 H. 4. 85.

Fines are either Single or Double.

The Single is that by which an Eſtate is granted by the Cognizor to the Cognizee; and nothing is thereby rendred back again by the Cognizee to the Cognizor.

The Double Fine is that which doth contain a Grant or Render back again from the Cognizee to the Cognizor; as of the Land it ſelf, or of ſome Rent, Common, or other Thing out of it: Many Times limiting Remainders to Strangers, not named in the Writ of Covenant, and ſometimes with Reſervation of Rent, Clauſe of Diſtreſs, and grant of the ſame over.

Fines are likewiſe divided into four Kinds (*viz.*)

A Fine *ſur Cognizance de Droit come ceo*, &c.

A Fine *ſur Done*, Grant and Render.

A Fine *ſur Conceſſit*.

A Fine *Sur Cognizance de Droit tantum.*

A Fine *Sur Cognizance de Droit come ceo, &c.* ſingle, is the principal, beſt, and ſureſt kind of Fine: It is ſaid to be executed, becauſe it doth of its own Force give preſent Poſſeſſion (at leaſt in Law) to the Cognizee, ſo that he needeth no Writ of *Habere facias ſeiſinam*, or other Means for the Execution thereof: For it doth admit the Poſſeſſion of the Lands of which the Fine is levied, to paſs by the Fine, ſo that the Cognizee may enter; for that the Eſtate is thereby in Law, in the Cognizee, that is, to ſuch Uſes as are declared in the Deed to lead the Uſes thereof. Alſo this Fine is called a *Feoffment upon Record*, and doth imply in it the Livery and Seiſin. *Pract. Reg.* 148. *Bendl. Rep.* 134.

A Fine *Sur Done, Graunt*, and *Render*, is that which is called a Double Fine, as is before obſerved, being in a manner two Fines, *(viz.)* a Fine *Sur Cognizance de Droit come ceo, &c.* and a Fine *Sur conceſſit*, both formed into one; whereby the Cognizee, after a Releaſe and Warranty made to him by the Cognizor of the Lands contained therein, doth grant and render back to the Cognizor the Lands, *&c.* or ſome Part thereof; and many times limiting thereby Remainders to Perſons that are Strangers, and not named in the Writ of Covenant. This Writ is partly executed, and partly Executory: If the Party be in Poſſeſſion, it may be ſaid to be executed, and need no Writ of *Seiſin*; otherwiſe it is Executory. 5 *Co.* 38.

A Fine *Sur conceſſit*, is ſuch a Fine where the Cognizor is ſeized of the Lands contained therein, and the Cognizee hath no Freehold in it, but it paſſeth by Fine. This Fine is ſaid to be Executory, ſo that the Cognizees therein muſt enter,

or have a Writ of *Habere facias ſeiſinam* for the obtaining of the Poſſeſſion, if the Parties to whom the Eſtate is limited at the time of levying ſuch Fine be not in Poſſeſſion of the Thing granted.

A Fine *Sur Cognizance de Droit tantum*, is alſo ſaid to be Executory, and much of the Nature of a Fine *Sur conceſſit*. It is uſed commonly to paſs a Reverſion, and then it is expreſſed by ſuch Fine that the particular Eſtate is in another, and that the Cognizor willeth that the Cognizee ſhall have the Reverſion, or that the Land ſhall remain to him after the particular Eſtate ſpent.

And ſometimes it is uſed by Tenant for Life, to make a Releaſe, in the nature of a Surrender, to him in Reverſion, but not by the Word *Surrender*; for it is ſaid, a particular Tenant, as for Life, cannot ſurrender his Term to him in Reverſion or Remainder by Fine, but he may grant and releaſe to him by Fine. 44 *E.* 3. 36. 3 *Co.* 86. *Dyer* 216. *Plowd.* 268.

If the Cognizee hath the Freehold of the Land, it is called a Fine *Sur Releaſe*, and needs no *Seiſin* upon it, if the Party be in Poſſeſſion, as is before obſerved: But it's ſaid, a Fine upon a Releaſe may not enure to an Uſe. *Co.* 3 *Inſt.* 36.

For *Precipe's* and *Concords* of Fines, with particular Directions in the paſſing of them, and alſo of Recoveries, I refer you to my *Clerk's Remembrancer, page* 199.

Alſo a Fine is either with Proclamations, or without Proclamations: That without Proclamations is termed a Fine at the Common Law, and is levied in ſuch manner as was uſed in 4 *H.* 7. 24. which ſtill remains in ſuch Force as they were at the Common Law, to diſcontinue the Eſtate of the Cognizors, if they be executed. *Plowd.* 265. *b.* *Dyer* 216. *p.* 54.

That

That with Proclamations is termed a Fine, according to the Statutes of 1 *R.* 3. 7. 4 *H.* 7. 24. 32 *H.* 8. 36. 31 *El.* c. 2. And these Fines are the best Sort, and most used, and such a Fine is every Fine (that is pleaded) intended to be, if it be not shewed what Fine it is. And if there be Error in the Proclamations, yet the Fine shall be taken as a good Fine at Common Law without Proclamation. *Jenk. Cent.* 6. *Case* 53. *Co.* 2 *Inst.* 519.

Almost any kind of Contract may be made and expressed by a Fine, as it may by a Deed; and therefore it may be so made, that one of the Parties shall have the Land, and the other a Rent out of it; and that one shall have for one Time, and another for another Time: By a Fine also a Lease for Years, or a Jointure for a Wife, may be made, and by a Fine a Gift in Tail, and a Remainder over, may be limited and created: Also a Herriot may be reserved with Clause of Distress. 1 *Co.* 76.

If a Grant and Render in a Fine of Land be immediately, *& primo Gradu*, to one that is no Party to the Writ; this is not good, but mediately, or *in secundo Gradu*, such an one may take: As if two levy a Fine, and the Grant and Render back again is to one of them only; this is good enough. 2 *Co. Inst.* 514.

So if a Writ of Covenant be brought by *A.* against *B.* of the Manor of *C.* and *B.* levy a Fine to *A. Come ceo, &c.* In this Case, *A.* may grant or render the same to *B.* for Life, or in Tail, the Remainder to *D.* in Fee; and this is good, as in a Deed by way of Remainder. 2 *Inst.* 514. *Bro.* 111, 117, 118.

But no single Fine may be with a Remainder over to any other Person not contained in it;

but it must be to the Conusee and his Heirs only, *Plowd.* 248. Nor can any Rent be reserved upon a pure Fine *Sur Cognizance de Droit come ceo, &c.* but upon a Fine of Grant and Render, and upon *Sur concessit* only; for if one levy a Fine *Sur Cognizance, &c.* rendring Rent, this Reservation is void. 50 *Ed.* 3. 9.

By a double Fine, or Fine with Render, almost any kind of Contract about Land may be made and drawn up in Form by a Fine of this Nature. See *West. Symb. part* 2. *Perk. Sect.* 169, *Bro. Fines* 108.

Note, That the Render of a Rent (if any be) must be to one of the Parties to the Fine, and not to a Stranger. *Dyer* 63. 2 *Co.* 39. in Lord *Cromwell's* Case.

A Man may not reserve to himself a less Estate by way of Remainder than the Fee; as if *A.* levy a Fine of his Land to *B.* and *B.* regrant and render it to *A.* in Tail, the Remainder to himself for Life; this Remainder will be void. 14 *H.* 4. 31. 24 *E.* 3. 26. *Dyer* 33, 34, 69.

Tho' there may be a Distress, yet there may not be a Condition or Clause of Re-entry, for Non-payment of Rent, inserted into this kind of Contract and Concord, 44 *Ed.* 3. 22. 27 *H.* 8. 24. for then the Estate would be defeazible, which is contrary to the Nature of a Fine.

If *A.* levy a Fine to *B. Sur Cognizance de Droit come ceo, &c.* and *B.* by the same Concord doth grant and render the Land back again to *A.* for Life, without Impeachment of Waste, the Remainder to *C.* the Wife of *A.* for her Life, the Remainder to *A.* and his Heirs: This is a good Concord, and by this a Jointure may be, and is often made, for a Woman.

And by this Fine, a Lease for Life or Years may

may be made, thus: The Leſſee muſt acknowledge the Land to be the Right of the Leſſor that is ſeized of the Land, and then the Leſſor muſt grant and render the ſame back again to the Leſſee, (that is, Coniſor in the Fine) reſerving Rent, with Clauſe of Diſtreſs, *&c.* and this is a good Fine and a common Deviſe for this Purpoſe; but if the Leſſor be Tenant in Tail, it ſeems this kind of Fine will not bind the Iſſue in Tail.

And yet if *A.* Tenant in Tail, and *B.* do by Fine acknowledge the Land to be the Right of a Stranger; and then the Stranger (that is, the Cognizee) doth grant and render the Land again to B. for Life or Years, rendring Rent, with Clauſe of Diſtreſs, *&c.* and then grant and render the Reverſion to the Tenant in Tail: This will be a good Fine to bar the Iſſue in Tail alſo, and will likewiſe paſs the Rent and Reverſion to Tenant in Tail. *Bro. Fines* 106, 118. 1 *Co.* 76. 6 *Co.* 33. *Plowd.* 435. *Dyer* 279. *Perk. Sect.* 629.

No Averment of Uſes by Proof of Witneſſes ſhall be admitted againſt an Uſe expreſſed in a Fine: But in caſe where no Uſe is expreſſed in a Fine, there other Uſes than what the Law will make upon the Fine (which is according to Conſcience) may be averred, and proved to be agreed upon, and the Fine ſhall be to the Uſes. 5 *Co.* 26. 9 *Co.* 8. 2 *H.* 57.

A general Covenant ſhall direct the ſpecial Uſes of a Fine, and the ſpecial Operation thereof, according to the Intent of the Parties. 1 *Bulſtr.* 256.

A Bargain and Sale, Fine and Recovery, made at ſeveral Times to one Purpoſe, ſhall be eſteemed but as one Conveyance. *Bendl.* 101.

If the Conuſee of a Fine, levied of Land, do pay Money to the Conuſor of the Fine at the Time of the Fine levied, and there be no Uſe de-

declared, nor is it set forth to what Use it shall be; In this Case the Law will construe the Fine to be levied of these Lands, to the Use of the Conusee to whom the Fine is levied.

But if there be no Money paid by the Cognizee, nor any Use declared, it shall be to the Use of the Cognizor that levied the Fine: For nothing appears whereby it can be supposed that the Parties had any Intention, that the Estate in the Lands should be altered by the Fine; but that the Fine was levied to corroborate the Title of the Cognizor. *Bendl.* 134, 135. *Stiles Pract. Reg.* 147.

More Acres of Land do not pass by a Fine than the Fine doth name, albeit the Indenture to lead the Use of it speak of more Acres; for the Fine is the Foundation of the Estate, and the Estate riseth out of it. *Jenk. Cent.* 6. *Case* 45.

The Estates to be barred by a Fine, are either Estates by Common Law, or by Custom, as Copyhold; and those either in Fee-Simple, Fee-Tail, for Life, or for Years. The Estates also of Tenants by *Elegit*, by Statute Merchant and Staple; and the Estates of a Guardian and Executors, that are to hold Lands till Debts and Legacies are paid. 5 *Co.* 123. *Saffin's* Case. 2 *Cro.* 60. *Goldsb.* 171.

Also the Things whereunto the Statutes of Fines do extend, are Lands and Tenements only, and not Rents or other Profits *a prendre* out of the Land; and therefore if a Fine be levied of a Rent or Common of Pasture, and he that hath Right doth not make his Claim, this is no Bar. 2 *Cro.* 61. So if I have Estovers out of the Land, or a Way over the Land, and the like. *Plowd.* 378. 5 *Co.* 124. *Bro. Fines* 123.

A Fine may be avoided for good Cause in many Cases;

Cases; as, By the Death of all or some of the Parties before it be finished: By some Error in the Suing of it out, and Prosecution of it: Or, By some Fraud, Deceit, or Covin, that hath been used in it.

And so it is sometimes avoidable by a Writ of Deceit, sometimes by a Writ of Error, and sometimes by Pleading.

If either of the Parties Cognizors die after the Cognizance or Concord, and before the King's Silver be entred; this will avoid the Fine, and it cannot be made good: But if the King's Silver be entred in Paper, or upon the Back of the Writ of Covenant, (as the Use is) and the Party die after this; the Fine for this shall not be avoided, but may be finished. 1 *Cro.* 469. *Dyer* 220, 246, 320. 5 *Co.* 39. *Co. Lit.* 9. *Co. Inst.* 3. 511. *Bro. Fines* 124. *Dyer* 89. *Hob.* 330, 403, 404.

Where the Cognizor dies after the Cognizance made, the Writ of Covenant and *Dedimus Potestatem* being antedated, and the King's Silver paid, the Fine will be a good Fine. *Jenk. Cent.* 4. c. 28. 7. c. 3.

No Error, but such as is notorious, shall avoid a Fine.

If the Lands lie in divers Countries, and there be not several Writs of Covenant for every County; this will be Error. *Dyer* 227. 15 *Ed.* 4. 13.

If there want an Original, or if there be a Writ, and that doth bear Teste after the *Dedimus Potestatem*; or the *Dedimus Potestatem* be to two, and one alone taketh it; this, it's said, is Error, for which the Fine may be reversed: But for the Teste of the Writ of Covenant after the *Dedimus Potestatem*, this is amendable. *Latch. Rep.* 186.

But no Error may be alledged to reverse a

Fine, where the Error is contrary to the Record or Certificate of the Juſtices.

Where Error is in the Proceedings of the Proclamations only, there they only ſhall be reverſed, and the reſt of the Fine ſhall ſtand good at the Common Law. *Hughes* 938. *c.* 2, 3, 4.

An Infant may avoid a Fine by a Writ of Error, during his Minority; but not afterwards. 2 *Co.* 230. *Dyer* 201.

One may bar himſelf of this Writ of Error by a Feoffment of the Land, or a Releaſe of his Right to the Land, or by a Recovery, or by a Fine, and five Years paſt. *Cro.* laſt publ. 69. 2 *Co.* 77. 1. 77. *Co.* 2 *Inſt.* 518.

And by making a Leaſe for Years, he may ſuſpend it. *Owen Rep.* 21. *Stiles Rep.* 246, *&c.*

As a fraudulent Deed or Conveyance may be avoided for Fraud; ſo a Fine may be avoided. If a Fine be gotten or obtained by any notorious Fraud or Practice, it may in ſome Caſes be avoided by a *Vacat.* See 1 *Cro.* laſt pub. 417, 518, 531. *Mo. c.* 21. *Plowd.* 370.

If a Leſſee for Life or Years, or a Copyholder, levy a Fine of Covin of purpoſe to bar him in Reverſion, or the Lord of his Inheritance; this may be avoided for Fraud. 3 *Co.* 78. 8 *Co.* 105.

The Law is the ſame of a Fine ſuffered in Purſuit of an uſurious Contract, as by Fraud. 3 *Co.* 18, 20, 45. 16 *H.* 7. 5. *Jenk. Cent.* 6. *c.* 45. Stat. 13 *&* 27 *El. Stiles* 288.

A Fine levied to deceive a Purchaſor, or Creditor, may be void or voidable. 3 *Co.* 79.

Any one that hath an Eſtate in Poſſeſſion or Reverſion, which will be barred by the Fine when 'tis levied, may make a Claim or Entry within five Years, to prevent the Bar of the Fine. And by Authority, alſo another Man may make a Claim,

Claim, Entry, &c. in this Case, for him that hath Right. *Mo.* 457.

The avoiding of a Fine by one, defeats it against all, although their Right were bound before by their Non-Claim, which sets at large all other Rights above them. 16 *Ed.* 2. *Plowd.* 358. *Stowel*'s Case.

At Common Law a Claim by a Stranger to avoid a Fine must be made within a Year and Day, and still Claims must be made within the same Space of Time after Judgment in Writ of Error. *Co. Lit.* 162.

In Writ of Right all Covenants and Agreements of Fines ought regularly to be mentioned to bear Date before the Fine, because they lead the Uses of it.

And no Averment shall be received by Word than the Assurance was to other Uses: But where an Indenture or Covenant subsequent declare the Uses of an Assurance precedent, an Averment may be taken, that there were other Uses expressed and limited before, or at the Time of the Assurance than are contained in the Indenture.

Per Stat. 4 & 5 *Anne*. Covenants for declaring Uses of Fines are good, tho' made after the Time of the Fine levied.

Where there is a precedent Agreement, as a Feoffment, &c. made between the Parties to a Fine, there the Fine shall not pass any Thing, but only corroborate the Conveyance, and shall be guided by the precedent Agreement. *Co.* 10. 96. 2. Lord *Cromwell*'s Case.

A Fine will bar all Claims that may be made by any Person which may derive his Right from the Person who levied it.

A Fine levied by Tenant in Tail is a Bar to him and his Issues; but not to those in Reversion or Remainder, who may enter within five Years after their Titles accrued. *Co.* 9. 140, 142. A

A Stranger having no Right entring upon an Estate, and putting the Owner out of Possession, may levy a Fine with Proclamations to bar him; and if the Owner do not make his Claim within five Years he is barred for ever. *Co.* 3. 79.

All Claimers must have a present Right; so that if Tenant in Tail, *&c.* die without Issue, having levied a Fine, he in Remainder shall have five Years Time to claim after the Death of the Tenant in Tail, and not compute from the Time of levying the Fine. *Plow.* 374. 11 *H.* 8. 7. *Co.* 3. 87. 84. *Dyer* 3.

The Tenant in Tail, that levieth a Fine with Proclamations, shall be bound, and the Heirs of this Body also, after the Proclamations made, and not before: But if the Tenant in Tail dies before all the Proclamations made, and the Issue bring a *Formedon*, and the Proclamations be made hanging the Plea, he shall be barr'd. 3 *Co.* 90.

If the first Issue in Tail neglect the five Years, by which he is barrable by the Fine, his Issue shall not have other five Years; for if the Issue be once barrable by the Fine, the Tail thereby is bound for ever. *Br. Fines* 109.

If a Fine be levied to a Feme Covert, she needs not to be examined, (as she must where she and her Husband levies a Fine to others) because she taketh by the Fine; and if she had any better Estate before the Fine, the Fine shall not conclude her to claim it. 3 *H.* 6. 42. 41 *E.* 3. 7. 50 *E.* 3. 9. 24 *E.* 3. 62.

A Feme Covert levies a Fine as Feme Sole; if her Baron die, she shall not defeat it, but the Baron may defeat it during his Life. *Stiles Rep. f.* 254. *Hayward verſ. Williams.*

Husband and Wife Donees in special Tail, the Husband levied a Fine of the Lands; in this Case it

it was holden, If the Proclamations paſs in his Life-time, or before the Wife, by her Entry had avoided the Fine, the Iſſue ſhould be barred; otherwiſe if the Husband had died before Proclamation had paſſed. *Leon. 4 part, n. 41.*

It was agreed by the Court, That if a Man make a Jointure by Deed unto his Wife, during the Coverture, and afterwards of this ſame Land the Husband and Wife do levy a Fine; yet clearly this ſhall be no Bar to her from bringing her Writ of Dower, but that ſhe may well have this after the Death of her Husband. *Bulſtrode 1 part, f. 173.* But of this *Quære.*

If a Man covenant with another, That in Conſideration of a Marriage to be had between the Son of the Covenantor and Daughter of the Covenantee, that he before ſuch a Day would levy a Fine which ſhould be to the Uſes of the ſaid Son and Daughter in Tail, for her Jointure: The Fine is levied accordingly to the Uſes aforeſaid; but in the Fine, no Mention is made of any Marriage had. The Covenantor dies; and the Court was of Opinion, That notwithſtanding the Marriage not accompliſhed, yet the Eſtate Tail was well enough executed in the Son and Daughter, for the Fine without any Conſideration doth carry the Uſes; but without a Fine, ſuch a Conſideration would not raiſe ſuch an Uſe without the Accompliſhment of the Marriage, for the Conſideration executed ought to produce the Uſe; but in this Caſe, the Uſes are perfected by the Fine. *Leon. 1 part, n. 188. Stephens's* Caſe.

In the 31 *Eliz.* in *B. R.* between *Charnock* and *Wrotheſley*, the Caſe was; Husband and Wife levied a Fine of the Wife's Land, and after, becauſe the Wife was within Age, they brought a Writ of Error to reverſe the Fine; The Queſtion was, If

this

this Fine should be reversed as to the Wife only, or against the Husband? And after a long Debate, it was resolved, That it should be against both Husband and Wife, for it is intire, and cannot be affirmed in Part, and disaffirmed in another Part. *Owen, f.* 21. *Wright's* Case.

A Fine levied by a Feme Covert without her Husband of her own Lands, wherein she hath Fee-Simple, is an Estoppel against her and her Heirs, if her Husband avoid it not, by Entry or otherwise, as he may during the Wife's Life, and after her Death during his own Life, as if he be Tenant by the Courtesy. 17 *E.* 3. 52, & 78. 17 *Ass.* 17. 7 *H.* 4. 23.

If the Husband and Wife levy a Fine of Lands, whereof they are seized in the Right of the Wife, and the Husband solely declares the Use of the Fine: This Declaration shall bind the Wife, if her Dissent do not appear, altho' her Assent to the Limitation of the Uses do not appear; for it shall be intended, (if the Contrary do not appear) that she joined with him also in the Declaration of the Uses of the Fine. But if the Husband declare one Use, and the Wife another Use, they are both void; and if a Fine be reversed by Nonage of the Wife, all the Estate shall be restored to the Wife presently for all the Estate passed from her by the Fine. Adjudged in *B. R.* in *Worsley's* Case. *Co. lib.* 2. *f.* 56. *Beckwith's* Case.

A Fine levied in Pursuance of a Covenant for further Assurance, which contains more Land than is conveyed, shall be to the Use of the Conusor, as to the Surplusage. *Rolls* 1 *part, f.* 103. 117. *Wilson verf. Welch.*

A Fine and Non-claim shall not bar an Estate that is not turned to a Right, neither shall it be a Bar to a Mortgage. *Carter's Rep. f.* 82. *Thomason*

maſon verſ. Mackworth. Ventris 1 *part*, 82. *Freeman verſ. Barnes.*

A Fine bars an Ideot; for none ſhall be ſuffer'd to aver, that the Conuſor was an Ideot. *Anderſon* 2 *part*, 193. *Hugh Lewis's* Caſe. *Co. lib.* 12. *f.* 123. *Mansfield's* Caſe.

A Fine and Proclamations, and five Years paſs'd, after the Death of Tenant in Tail without Iſſue, is no Bar to a Writ of Error brought by him in Remainder. Sir *Thomas Jones*, *f.* 181. *Cockman verſus Farrer.*

A Fine levied by Baron, the Baron dies, the Feme brings Error againſt the Heir of the Conuzee being an Infant. Age ſhall in this Caſe be allowed to the Infant, and the Plea muſt ſtay until his full Age. *Bulſt.* 3 *part. Herbert verſ. Binion.*

A Grant and Render of a Rent by Fine, out of Land intailed, by Tenant in Tail, ſhall not bind the Iſſue in Tail by the Statute of 32 *H.* 8. *cap.* 36. Caſe reported by *Bendloe, Mich.* 3 & 4 *Eliz. Rot.* 1483.

No Judge ought to acknowledge a Fine that worketh Wrong to a third Perſon, for it may be reverſed in *Chancery*. And it is ſaid, That if a Judge takes a Conuſance of a Fine, and dies, his Executors ſhall certify this Conuſance, and ſo ſhall be ingroſſed. 1 *H.* 7. 9. *a.* and *Bulſtrode* 3 *part*, *f.* 216. *Roſwell* and *Welch's* Caſe.

Tenant for Life levies a Fine *Sur Conuſans de Droit come ceo, &c.* with Proclamations, and he in Reverſion for Life, within five Years after the Death of the ſaid Tenant for Life, delivers a Declaration in Ejectment; this amounts not to an Entry to avoid a Fine. *Saunder's Rep.* 1 *part*, *f.* 319. *Clerk verſ. Pywell & al.*

A Man maketh a Leaſe for Years, to commence after the End or Determination of a former Leaſe *in eſſe*. The firſt Leaſe endeth, the ſecond Leſſee doth not enter, but he in Reverſion entreth and maketh a Feoffment, and levieth a Fine with Proclamations, and five Years paſs without Entry or Claim of the ſecond Leſſee. If this Fine be a Bar, was the Queſtion: And it was reſolved to be a Bar; for the Stat. of 4 *H.* 7. *c.* 24. ſpeaketh of Intereſt and a Leaſe for Years is an Intereſt within the Statute. *Co. lib.* 5. *f.* 123. *Saffyn's* Caſe; and *Cro.* 2 *part*, *f.* 60, 61, &c.

A Mortgagee entring upon an Eſtate on Payment of the Money lent at the Time limited, and paſſing a Fine: The Mortgagor tendring the Money due, ſhall have five Years Time after to enter, and avoid being barred by the Fine.

A Recovery paſſed in like manner will not hinder the Claim of the Mortgagor, who on Payment of the Money hinders the Bar of the Recovery.

Of Common Recoveries.

A Common Recovery is *Fictio Juris*, a formal Act by Conſent, uſed where a Man is deſirous to cut off an Eſtate Tail, *&c.* in Lands or Tenements, to the end to ſell, give, or bequeath it as he thinketh meet, for the Aſſurance of them that ſhall after have the Land: For the End and Effect of a Common Recovery is to diſcontinue and deſtroy Eſtates, Remainders and Reverſions, and to bar the former Owners thereof. *Weſt. par.* 2. *Symb. ſect.* 1.

Theſe Common Recoveries are founded upon a Writ of *Entry en le poſt*, *&c.*

In the Form of this Recovery, the Parties do agree,

agree, That one who is called the Demandant, ſhall bring an Account real (as if he had good Right) againſt the Tenant of the Freehold of the Lands, as tho' he had no Right of Entry to the ſame, but after Diſſeiſin, which one *Hugh Hunt* had unjuſtly made to the Demandant, *&c.* And thereupon the Tenant calls to warrant to him the Lands, *E. C. J. W.* (or other the common Vouchee) which Vouchee is ſuppoſed to appear in Court, and warrant the Lands to the Tenant (or Defendant): Whereupon the Plaintiff or Demandant claims the Lands againſt the common Vouchee.

Hereupon the common Vouchee is ſuppoſed to appear and defend his Right, and pleads that *Hugh Hunt* did not diſſeiſe the Plaintiff or Demandant, as by his Declaration he ſuppoſes; and put himſelf upon the Country to try it. Whereupon the Demandant prays a Day to imparl, or ſpeak to the Plea: And a Day being given, the Demandant is ſuppoſed to come again into Court in proper Perſon, and the common Vouchee then is ſuppoſed to make Default, and withdraw in Contempt of the Court: And thereupon Judgment is entred, That the Demandant, againſt whom there is no Defence, ſhall recover the Land againſt him that he ſued, (who is called the Tenant) and the Tenant is to have Judgment againſt the common Vouchee, *&c.* And by this Device grounded upon the ſtrict Principles of Law, the firſt Tenant loſeth the Land, and hath nothing of it; but it is by his own Agreement, and for the Aſſurance of him that buys the Land.

And ſo it is if it be with double or treble Vouchers: As in double, the Tenant calleth to Warranty the firſt Vouchee, who warranteth and

calleth the ſecond or common Vouchee, who pleads to the Country, and after Imparlance and Return of the Demandant makes Default; and then Judgment for the Demandant againſt the Tenant, for the Tenant to recover in Value of the firſt Vouchee, and the firſt to recover in Value of the ſecond or common Vouchee. And it is in like manner with treble Vouchers, *&c.*

A Fine will bar the Heirs in Tail, but not the Remainder or the Reverſions; but theſe Recoveries bar them all. The Intent of a common Recovery with ſingle Voucher, is to bar the Tenant and his Heirs of ſuch Eſtate Tail only which then is in him, to deſtroy the Eſtates which others have of any Reverſion expectant or Remainder dependant upon the ſame, and of all Leaſes and Incumbrances derived out of ſuch Reverſions or Remainders.

In a double Voucher there are three Recoveries mentioned; one, for the Demandant againſt the Tenant; another, for the Tenant againſt the Voucher; and the laſt, for the firſt Voucher againſt the ſecond or common Vouchee: and by this Recovery with a double Voucher, it is intended to bar the firſt Voucher and his Heirs of every ſuch Eſtate, as at any Time was in the ſame Voucher, or any of his Anceſtors, (whoſe Heir he is) of ſuch Eſtate, and all other Perſons of ſuch Right to a Reverſion or Remainder, and will be alſo a perpetual Bar of ſuch Eſtate whereof the Tenant was then ſeized in Reverſion or Remainder, expectant or dependant upon the ſame.

In a Recovery with treble Voucher, are included four Recoveries; the firſt, by the Demandant againſt the Tenant; the ſecond, by the Tenant againſt the firſt Vouchee; the third, by the

firſt

firſt againſt the ſecond; and the fourth, by the ſecond againſt the common Vouchee. The Scope and Intent of this treble Voucher, is to make a perpetual Bar of the Eſtates of the Tenant, and of every ſuch Eſtate of Inheritance, as at any Time had been in the firſt or ſecond Vouchee, or any of them, or either of their Anceſtors, whoſe Heirs he or they are of ſuch Eſtate, and as well of every Reverſion thereupon dependant; as alſo of all Leaſes, Eſtates, Charges and Incumbrances, derived out of any ſuch Reverſion or Remainder.

A Tenant in Tail may diſinherit his Son by Fine and Proclamation; 4 *H.* 7. 24. 32 *H.* 8. 36. Tenant in Tail doth forfeit his Land for Treaſon; 26 *H.* 8. 13. Tenant in Tail may make Leaſes for 21 Years or Three Lives, *&c.* 32 *H.* 8. &c.

As Fines and Recoveries are a Bar, and dock the Eſtates afore-mentioned; ſo by Indentures to lead the Uſes thereof, new Eſtates and Intails are limited and created, ſubject to further Fines and Recoveries; *Et ſic ad infinitum.*

In the ſuing forth a Writ of Entry, is to be obſerved;

Firſt, The Demandant, who is Plaintiff in the Writ, and properly called the *Recoveror.*

Secondly, The Tenant of the Land, who is Defendant to the Writ of Entry, againſt whom the Land is to be recovered, and therefore properly called the *Recoveree.*

Thirdly, The Vouchee being the Perſon whom the Tenant calls, to warrant to him the Lands demanded.

Fourthly, The Land it ſelf which is to be recovered, and which muſt be carefully and regularly placed.

If a Recovery be intended with a ſingle Voucher,

cher, the *Precipe* must be brought against the Tenant in Tail in Possession, and he to vouch the common Vouchee. But if your Recovery be intended with a double Voucher, you must either by Fine, Feoffment, Bargain and Sale inrolled, or Lease and Release, make him you intend to be, Tenant at the Time of the Writ of Entry brought; for every Writ of Entry must always be brought against him that must be a perfect Tenant of the Freehold of the Land demanded at the Return of the Writ, 18 *R.* 2. and *Dyer*, *fo.* 252. because the Estate of the Tenant in Tail (who is the first Vouchee) is barred in respect of the supposed Recompence adjudged over against the common Vouchee: For in strict Law, the Recompence adjudged over is to go in Succession of the Estate, as the Land lost should have done, and then it were not Reason to allow the Heir Liberty to keep the Land, and also to have a Recompence in Value; therefore he loseth the Land, and is to trust to the Recompence; *Dyer* 252. 1 *Co.* 42. 3 *Co.* 6. But yet in this feigned Recovery the Recompence is but imaginary, and no such Thing really in the Case.

Note, If a Tenant have but an Estate for Life, or be Tenant in Dower, or by the Courtesy of *England*, it is requisite for the strengthening of a Recovery, and saving his Estate, that he make a Conditional Surrender of his Estate to him in the Reversion or Remainder, to the end he may be a present Tenant of the Inheritance, and then to bring the Writ of Entry against him; and after that Recovery is executed, the particular Tenant for Breach of the Condition may enter and enjoy his Term, notwithstanding such Surrender.

For Directions in the passing of Fines and Recoveries

coveries thro' the ſeveral Offices, ſee my *Clerk's Remembrancer, page* 208.

This Common Recovery is much of the Nature of a Fine, but is better in regard it bars Remainders and Reverſions. Upon a Recovery an Uſe may be averred, as well as upon a Fine; and a Recovery may be avoided, if ſuffered by Covin to deceive Purchaſers, or any uſurious Contracts, as any other fraudulent Conveyance. It hath great Favour from the Law, many of the Inheritances of the Kingdom depending upon this Aſſurance; and no Error, except it be a notorious and groſs Error in it, will make it voidable; for that it is done by Conſent, and doth ſuppoſe a Recompence in Value to all Perſons that loſt the Eſtate.

The ſame Rules for the moſt part are to be obſerved and followed, for the guiding and directing of the Uſes of a Recovery, as are obſerved for the Guidance and Direction of the Uſes of a Fine, (*viz.*) That an Uſe may be averred upon it, *&c.* And whoſoever may ſuffer a Recovery, may declare the Uſes of it. 10 *Co.* 42.

A Recovery with ſingle Voucher cannot be a Bar of an Eſtate Tail, to which he that ſuffers the Recovery, has only a Right at the Time of the Recovery ſuffered. 3 *Cro.* 826.

A Stranger that hath Right to the Land at the Time of the Recovery ſuffered, is not barred at all by the Recovery, or by his Laches of Non-Claim, *&c.* as in the Caſe of a Fine. 3 *Co.* 5.

And he that is in an Eſtate in Poſſeſſion by Title above the Recovery, ſhall not be bound by the Recovery. 1 *Co.* 96. *a.*

If a Recovery be had againſt a Tenant in Tail, and Judgment entred, and the Tenant in Tail die before Execution; yet Execution may be ſued

against the Issue in Tail; 1 *Co. Shelley's Case*, *Moor* 137. And the Recoverors are not in Seisin of the Lands till Execution, albeit the Land be in Lease for Years.

If Tenant for Life, and he in Remainder in Tail suffer a common Recovery, and both vouch the common Vouchee; this is held to be no good Recovery to bar the Issue in Tail; 1 *Co.* Marquis of *Winchester's* Case: For he in Remainder was not Tenant to the *Precipe*, being not in Possession.

But if there be Tenant for Life, the Remainder in Tail, the Reversion or Remainder in Fee, and the Tenant for Life is impleaded by Agreement, and he vouch the Tenant in Tail, and he vouch over the common Recovery; this will bar the Reversion or Remainder in Fee, altho' he in the Reversion or Remainder did never assent to the Recovery.

So if the Tenant for Life surrender to him in Remainder in Tail, he may suffer a Recovery, and bar the Estate Tail. *Co. Lit.* 362.

If Land be settled or conveyed by a Husband, or any of his Ancestors, to the Wife for her Life, or to her and her Husband, and their Issue in Tail, for the Jointure of the Wife, and after the Husband's Death, the Wife alone, or she and an After-Husband shall suffer a common Recovery of the Land; this shall be esteemed fraudulent and void by the Stat. of 11 *H.* 7. *cap.* 20. But the Heir in Tail, or the Heir and his Mother together, may suffer a Recovery, and be a good Bar.

If Lands be given to Husband and Wife, and the Heirs of the Body of the Husband, the Remainder over, and the Husband alone suffer a common Recovery; this is no Bar to the Remainder. 3 *Co.* 5. 4. 1

But

But if the Husband be Tenant in Tail, the Remainder to the Wife in Tail, and he ſuffer a Recovery of the Land; by this ſhe is barred.

A married Woman joining with her Husband in ſuffering a Recovery, will bind her and all others; and an Infant appearing by Guardian ſuffering a Recovery to paſs, will bind him and all others.

A Feme Covert ought to be examined in private, when ſhe ſuffers a common Recovery, as well as when ſhe levies a Fine. *Siderfin Rep. 1 part. f.* 11, 6.

By the Statute of 14 *Eliz.* of *Feigned Recoveries*, no Reverſion or Remainder expectant upon an Eſtate Tail is preſerved, where the Tenant for Life is impleaded, and Tenant in Tail vouched; for where the Tenant in Tail is Party to the Recovery, it cannot be by Colluſion, becauſe it is in the Power of him to dock the Remainder and Reverſion. 10 *Co.* 45.

Incongruous Latin, Razure, Interlining, Miſentring of any Warrant of Attorney, Miſreturning or not Returning of the Sheriff, or other Want of Form in Words, and not in Matter of Subſtance, will not make void the Recovery. 23 *Eliz. c.* 3. 21 *H.* 8. *c.* 15. *Co. Lit.* 46. 104. *Plowd.* 515. *Dyer* 249. 3 *Co.* 78. 5 *Co.* 40.

But a Recovery may be avoided; for that he that hath the Eſtate and Right, is neither Party nor privy to the Recovery. As where it is brought againſt a Diſſeiſor, and he vouches one that hath nothing in the Land: Or where the Recovery is had againſt the Husband alone, of the Land whereunto his Wife hath Title of Dower.

And ſometimes it may be avoided by pleading and ſetting forth of the ſpecial Matter: As, where

where the Recovery is by Covin againſt the Tenant for Life; or for that he, againſt whom the Writ is brought, is no Tenant to the Freehold.

Alſo the Iſſue in Tail againſt a common Recovery had by the Anceſtor, may ſay, That he was not the Tenant to the *Precipe*, nor ſeized of an Eſtate Tail *tempore Brevis*; and this is a good Bar. 3 *Co.* 11.

If an erroneous Recovery be ſuffered by Tenant in Tail; in this Caſe his Iſſues, or if they fail, the next in Remainder or Reverſion, ſhall defeat it.

The Wife may falſify a Recovery ſuffered by her Husband alone, as to her Title of Dower only, and no further.

So he in Reverſion or Remainder may falſify and avoid a Recovery ſuffered by the Tenant for Life, either in the Life-time of the Tenant or afterwards, to which he was not privy.

The Recoveror himſelf may not falſify a Recovery, nor a Guardian or a Tenant of a Manor: But a Termor for Years may falſify a feigned Recovery had againſt him in Reverſion, and ſhall retain and enjoy his Term againſt the Recoveror, his Heirs and Aſſigns, according to his Leaſe, by the Stat. 21 *H.* 8. 15.

No Statute Staple, Merchant or Execution, by Elegit may be avoided by a feigned Recovery: But ſuch Tenants ſhall have like Remedy to falſify ſuch Recovery, as the Leſſee for Years may have. 21 *H.* 8. *cap.* 15. *Co.* 2 *Inſt.* 321, 322. 1 *Cro.* 284.

But in theſe Caſes, they muſt avoid it during their particular Eſtates, and not afterwards.

If Land be recovered againſt a Stranger, the Tenant in Tail ſhall avoid it. But a Stranger

ſhall

shall never take Advantage of a Recovery, although it be erroneous. *Jenk. Cent.* 18. *Case* 32.

Sometimes Recoveries may be avoided by Entry, as well as by Writ of Error and Pleading. And *note*, That most Errors in a common Recovery, are amendable by the Court the first Term after the Recovery is had: But for all this, see 1 *Co.* 105, 188. 6 *Co.* 7. 8 *Co.* 161. 12 *Rep.* 14. *Goldsb.* 181. *Bridgm.* 71. *Owen* 68.

A common Recovery suffered by one That hath a Fee-Simple of Land, it is said, will bind him that suffers it, his Heirs, and all others. But a Recovery by Spiritual Persons, as Bishops, Dean, Parson, *&c.* of their Spiritual Lands, shall not bind their Successors. 32 *H.* 8. c. 28. *&c.*

If a Mortgagee suffer a Recovery, this will not bind the Mortgagor; but if the Mortgagor be a Party to the Recovery, the Recovery will be good. 2 *Cro.* 592, 593.

If a Feoffment be made to the Use of *J. S.* for Life, and after of his eldest Son in Tail, and after of his Heirs, (not having any Son at the Time of the Feoffment made) and after he makes a Feoffment to the Use of *J. N.* and his Heirs, and hath Issue a Son, and dieth: In this Case, the Son may not avoid this Feoffment, because the Remainder to him depending on a Contingency is defeated by the defeating the particular Estate before the Remainder vested in him.

A Recovery suffered by Tenant in Tail, after he hath made a Lease of the Land, or entred into a Statute will make the Lease or Charge, that before was voidable, good against the Issue in Tail, and him in Remainder or Reversion, and the Recoveror shall also hold it charged, and subject to the Lease made by Tenant in Tail. 11 *Co.* 25. 44 *E.* 3. 22.

It

It is a Rule, That where the Eſtate Tail in Poſſeſſion is not barred by a Recovery, there the Eſtate in Reverſion or Remainder is not barred neither: And where the Eſtate Tail in Poſſeſſion is barred by the Recovery, all the Remainders and Recoveries, Conditions, Charges, Incumbrances and Eſtates depending upon it are barred alſo, except in ſome ſpecial Caſes where the Reverſion or Remainder is in the King.

The Conuſee of a Fine *Octab. Pur.* is a good Tenant to the *Precipe* of a Recovery the ſame Day; and the Court will ſuppoſe a Priority the ſame Day to ſupport a Conveyance. *Hill.* 22 *Car.* 2. *B. R. Fettiplace's* Caſe.

A Recovery was held clearly good, altho' a Stranger that had nothing in the Land was made Tenant to the *Precipe*, with the Tenant in Tail; for the Recompence in Value ſhall go to him that loſt the Eſtate, and being a common Aſſurance, it ſhall be favourably expounded. 1 *Vent* 358. *Anonymous.*

If he in the Reverſion ſuffers a Recovery to divers Uſes, his Heir cannot plead that his Father had nothing in the Land at the time of the Recovery, for he is eſtopped to ſay that he was not Tenant to the *Precipe*, and agreed that it was a good Recovery againſt him by Eſtoppel. *Goldb.* 141. 4 *Leon.* 238. *Cro. Eliz.* 21.

Tenant for Life, the Remainder to his eldeſt Son in Tail. Remainder to the youngeſt Son in Tail, a joint *Precipe* is brought againſt the Father and eldeſt Son, and they ſuffer a common Recovery by common Voucher; this Recovery ſhall not bar the Remainder to the ſecond Son. *Cro. El. pag.* 670. *Leech* and *Cole.*

A Rent reſerved upon a Gift in Tail, is not barred by a Recovery, but remains as a collateral Charge upon the Land diſtrainable of common

mon Right: But if there had been a Condition of Re-entry, this had been barred. 3 *Co. White* and *Garſh.*

Recoverors may have the ſame Remedy for Rent, Waſte, *&c.* as the Recoverees had. 21 *H.* 8. *c.* 15. 7 *H.* 8. *c.* 4.

A common Recovery is not good, where the Vouchee is within Age, and appears by Attorney, and not by Guardian; and being dead, they in Remainder may bring Error and good, for it ſhall not be tried by Inſpection. *Cro. El. f.* 739. *pl.* 13. *Holland verſ. Dauntzey.*

And an Infant that ſuffers a Recovery may not avoid it by Entry, but muſt avoid it by Writ of Error. *Stiles Rep.* 246.

If a common Recovery be erroneous, and after a Fine is levied, this will bar the Error. *Rolls* 1 *part*, 30. *Holland verſ. Lee.*

A common Recovery againſt an Infant is taken but as a common Aſſurance, upon which an Uſe may be averred, and a Forfeiture of an Eſtate for Life; and this not to bind or hurt him. *Bulſt.* 2 *part*, *f.* 235.

The Uſe of a Recovery or Fine, may be declared by a ſubſequent Deed. *Ventris Rep.* 1 *part*, *f.* 368. *Herry verſ. Brown.*

Tenant for Life, Remainder in Tail: He in Remainder lets for Years, to begin after the Death of the Tenant for Life; the Tenant for Life afterwards ſuffers a Recovery, with Voucher of him in Remainder in Tail, and dies: Whether this Leaſe was deſtroyed and gone, was the Queſtion: And all the Juſtices held, it was not; but that the Leſſee might well ſatisfy the Recovery by the Common Law, and alſo by the Statutes. But if the Tenant in Tail, who had the Inheritance, had ſuffered a common Recovery, that

ſhould

ſhould have deſtroyed all the Remainders and Reverſions thereupon depending, and all the Eſtates derived out of ſuch a Remainder. But Tenant for Life hath not any ſuch Power; and the Recovery is againſt Tenant for Life, with the Voucher of Tenant in Tail. And it would be very inconvenient, if by ſuch Recoveries of Reverſions Leaſes for Years ſhould be deſtroyed. *Cro. 1 part, f. 718. Pledgard verſ. Lake.*

Father Tenant for Life, Remainder to his Son in Tail; a *Precipe* was brought againſt the Father, who voucheth his Son; and a common Recovery had, and the Indenture reciting, that this Recovery was made between the Father and others; But ſeeing there was no Proof of the Son's Conſent to this Declaration of the Uſes, nor was he Party to the Indenture, the Court directed the Jury to find the Uſes accordingly, and the Eſtate which they had at the time of the Recovery. So they agreed, That if two Jointenants ſuffer a Recovery, and one declares the Uſes of the whole: This ſhall not bind but for a Moiety, unleſs the Conſent of the other be proved; and therefore 'twas concluded, That if ſeveral Parties join in a common Recovery, and one of them alone declare the Uſes, the other Parties ſhall not be bound by it. *Laches Rep. f. 82. Argol verſ. Cheney.*

Tenant in Tail after Poſſibility of Iſſue extinct, Tenant by the Courteſy or for Life ſuffering a Recovery by Covin and Agreement, without the Aſſent and to the Prejudice of him in Remainder or Reverſion; ſuch Recoveries are void, and will not bar thoſe in Reverſion or Remainder, but are Forfeitures of the Eſtates of ſuch Tenants for Life. But if the next in Remainder doth vouch the common Vouchee, it is a good Recovery,

and will bar the Eſtate Tail, and the Remainders and Reverſions alſo. *Shepherd's Touchſtone, p.* 43, 44.

A Recovery may be avoided for groſs and ſubſtantial Error, or for that he againſt whom 'tis brought is not Tenant of the Freehold by Right or Wrong at the time of the Writ brought; or for that the Party that hath the Eſtate is neither Party nor privy to the Recovery; or when 'tis had by Covin in Tenant for Life, to diſinherit him in Reverſion, *&c.* And it muſt be vacated by him who is bound and barred by the Recovery. Stat. 23 *Eliz. cap.* 3. *Co.* 5. 40. 21 *H.* 8. *c.* 15. *Co. ſuper Lit.* 46, 104. *Co.* 3. 78. *Dyer* 249. *Plow.* 515.

Deſcent, Fee-Simple, Fee-Tail, Reverſions, Remainders, &c.

Deſcent. DEſcent is where a Man having Lands of Inheritance dieth, not making any Diſpoſition thereof, but leaveth it to go as the Law appointeth; and the Law appointeth that it be caſt upon the Heir, which is called a Deſcent in Law.

And Deſcent it either Lineal or Collateral: Lineal Deſcent is conveyed downward in a right Line, from the Grand-Father to the Father, and from the Father to the Son, and from the Son to the Nephew, *&c.*

Collateral Deſcent is ſpringing out of the Side of the whole Blood, as Grandfather's Brother, Father's Brother, *&c.*

And as Lands deſcend to the worthieſt of Blood; the elder Brother, and all his Poſterity ſhall inherit before the younger, or any of his; and all the Females, of the Part of the Father, before any of the Males on the Part of the Mother.

A

A Line is Threefold, as Aſcending, Deſcending, and Collateral; Aſcending to the Father; Deſcending to the Son; and Collateral for Want of Iſſue to the next of Kin.

And an Eſtate of Inheritance, *To a Man and his Heirs for ever*, doth always deſcend; for it may not lineally aſcend from the Son (which purchaſeth in Fee, and dieth) to his Father, but deſcendeth to his Uncle or Brother, and to his Heirs, which is the next of the whole Blood; for the Half-Blood ſhall not inherit, but the moſt worthy of Blood; and of the Blood of the Father before the Mother, and of the elder Brother before the other, as is before obſerved, if born within Eſpouſals. *Noy's Max. p.* 22.

And if Lands be once ſettled or entailed in the Blood of the Father, the Heir of the Mother ſhall never have them, becauſe they are not of the Blood of him that was laſt ſeized. *Idem*, pag. 23.

For a Deſcent ſhall be intended to the Heir of him that was laſt actually ſeized.

The Siſter of the whole Blood (where her elder Brother did enter after the Death of his Father) ſhall inherit before the Brother of the Half-Blood, or any other Collateral Couſin. *Noy's Max. p.* 24, 25.

If the Heirs be Females in equal Degree, as Daughters, Siſters, Aunts, *&c.* they ſhall inherit together, and are but one Heir, and are called Parceners.

If a Father purchaſe Land, and it deſcendeth to the Son, who entereth and dieth without Heirs of the Father's Part, then the Land ſhall deſcend to the Heirs of the Mother of the Father, or of the Father of the Father, as the Heirs may be, and not to the Heirs of the Mother of the Son;

for although they are more near of Blood to him that was last seised, yet they are not of the Blood of the first Purchaser. *Noy's Max. p.* 23.

A Man seized of Lands or Tenements, *To hold to him, and his Heirs for ever*, has the best Inheritance he may have; and he may sell or grant, or make his Will of those Lands; but if he die without disposing the same, they do descend to his Heir of the whole Blood, *ut supra, &c. Idem, p.* 20.

Fee-Simple is such an Estate last mentioned, (*viz.*) An Estate to one and his Heirs for ever. Therefore he that maketh a Lease for Life to one, or a Gift in Tail, may appoint a Remainder after that Estate to another for Life, or in Tail, and a 3d in Fee Simple; but after a Fee-Simple he can limit no farther Estate: And if a Man does not dispose of a Fee-Simple by Way of Remainder, when he maketh a Gift in Tail, or a Lease for Life or Lives, then the Fee-Simple resteth in himself as a Reversion. *Co. Lit. fo.* 112, 113. *Brook* Tit. *Don' and Remainder, fo.* 235. *Glanv. Lib.* 7. *c.* 1. Fee-Simple.

If a Tenant in Fee-Simple die, his first and other Sons and their Sons shall inherit; but if he have no Son, all his Daughters shall be Heirs, as Parceners.

It was anciently holden, that a Man seiz'd of Land in Fee Simple, could not dispose thereof, but in Frank-marriage, or *Frankelmaign, &c.* But at this Day every lawful Subject, having Land in Fee-Simple by Purchase or Descent, may dispose thereof at his Pleasure, by Act executed in his Life, or by Will without the Consent of any other.

Father is nearer of Blood to the Son than the Uncle: But the Uncle shall be Heir to the Son purchasing Land in Fee, and dying without Issue, the Issue of the Father born afterwards may put out the Uncle.

So if a Sister inherit her Brother, and the Father have afterwards Issue a Son, he shall enter into the Land as Heir to his Brother.

The elder Brother is Heir to the middle Brother purchasing Land, and dying without Issue.

A Brother by a second Venter may not be Heir to his Brother by the first Venter, but to his Father he may; so that if the Brother by the first Venter inherit the Father, and die without an actual Seisin; the Brother by the second Venter may enter as Heir to his Father.

It is a Maxim, That whensoever Lands do descend from the Part of the Mother, the Heirs of the Part of the Father shall never inherit; and when Lands descend from the Part of the Father, the Heirs on the Part of the Mother shall never inherit. And if there be no Heirs on such Parts, the Lands shall escheat. *Co. Inst. Part* 1. *L.* 1. *p.* 13.

Escheat is where the Owner of the Land dieth in Possession without Child, or other Heir; then the Land for want of an Heir is said to Escheat to the Lord of whom 'tis holden.

The Want of Heir happeneth principally in two Cases, the one where the Owner of the Land is a Bastard; the other where the Owner is attainted of Treason or Felony; for a Bastard cannot have an Heir, unless he be his own Child; and a Man attainted of Treason or Felony cannot have any Heir, though he be his own Child. *Magn. Chart.* 31. *Fitz. N.B. fo.* 143.

No

No Baſtard can be Heir to any Man, neither can an Alien be Heir to any unleſs naturalized by Act of Parliament.

It is ſaid, that thoſe of Collateral Blood may inherit one another, notwithſtanding Attainder of their Anceſtor; but Lineal Blood is corrupted and cannot: And that a Son born before Attainder of the Father, can be no Heir, but a Son born after Pardon of the Father may, if the eldeſt Son die in the Life-time of the Father.

Heir apparent is the eldeſt in the Life of the Father, and no Heir to Lands coming by the Father may inherit them until his Father's Death, but he may inherit thoſe coming from an Anceſtor of the Mother being dead, even in the Life of the Mother.

None ſhall be Heir of Land in Fee-Simple, or to a Warranty, or ſue an Appeal of Death, as Heir, unleſs he be of the whole Blood, *viz.* both of the Father and Mother.

Outlaws in Debt, Hereticks Convict, Perſons Excommunicate, or attainted of Premunire, Lepers, Ideots, *&c.* may be Heirs; Child born in ſecond Marriage within nine Months after the firſt Husband's Death, may be Heir to the firſt or ſecond Husband, which he pleaſes: And a Child born after Marriage, though never ſo ſoon or late, if the Husband be within the four Seas, ſhall be Heir to claim and have the Eſtate.

An Heir can't ſue a Bond made to his Anceſtor, but he ſhall have Fiſh at large in a Pond, and Doves in a Dove-houſe: But thoſe that are caught go to the Executor.

Fee-Tail. Fee-Tail is where one is ſeized of Lands to him and his Heirs with Limitation, (*viz.*) to a Man, and to the Heirs of his Body begotten.

And is either General or Special: Fee-Tail General is where Land is given to a Man, and the Heirs of his Body, not naming upon what Woman to be begotten; therefore the Iſſue of any Wife may inherit the Land.

Special is, when it is certainly ſet down, of whom the Iſſue ſhall come; as when Lands are given to a Man and his Wife, and the Heirs of their two Bodies; when only the Iſſue of that Wife may inherit the Land.

This Word [*Body*] making the Tail, may be reſtrained to Males or Females, to the Heirs of the Bodies of the Husband and Wife, to the Heirs of the Body of his Father and Grand-Father in Tail, Special or General.

Theſe Entails are now uſually created by Settlements upon Marriage for the Benefit of the Poſterity; and they have theſe two Privileges, (*viz.*) Not to be forfeited for Felonies, nor extended for Debt after the Parties Death, except the Tail be cut off, by Fine or Recovery.

If a Man give Lands or Tenements to Husband and Wife, and to the Heirs of the Body of the Husband, the Husband hath an Eſtate in Tail, and the Wife only for Life: And if it were made to the Heirs begotten on the Body of the Wife, ſhe has the ſame Benefit.

If Lands be given to a Man, and his Heirs, which he ſhall beget on the Body of his Wife, the Husband hath a Special Tail, and the Wife hath nothing.

Lands given to a Man, and to the Heirs of his late Wife begotten, is a good Entail, though the Wife be dead at the Time of making the Gift.

Tenant in Tail can make no greater Eſtate than for his own Life; and if Tenant in Tail make a Feoffment in Fee, this drives the Iſſue in

Tail

Tail to his *Formedon*: And if Tenant in Tail chargeth the Land by Statute or Recognizance, and dies, it ſhall be void againſt the Iſſue.

Tenant in Fee-Tail for Term of Life, *&c.* cannot make a Leaſe in Reverſion, which would be a Wrong to him in the Remainder; but for 21 Years, or three Lives in Poſſeſſion he may, reſerving the ancient Rent, and not inſerting without Impeachment of Waſt.

Lands given to a Man, and his Heirs, Males or Females, is a Fee-Simple, becauſe it is not mention'd of whoſe Body the Iſſue ſhall come.

The moſt reſtrained State-Tail, is that to one and his Wife, and one Heir of their Bodies, and to one of the Body of that Heir.

A Remainder is an Eſtate limited to commence after the Determination of a particular Eſtate; and Reverſion is the Eſtate left in the Giver, after a particular Eſtate made by him for Years, Life or in Tail. Remainder.

Or more largely, a Remainder is the Reſidue of an Eſtate at the ſame Time appointed over, and muſt be grounded upon ſome particular Eſtate given before, granted for Years or Life, *&c.* *Noy's Max.* 31.

And ought to begin in Poſſeſſion, when the particular Eſtate endeth.

No Remainder can be made of a Chattel perſonal, neither can a Remainder depend on a Matter *ex poſt facto*, to be done *in futuro*; therefore a Limitation upon an Eſtate-Tail, that if the Tenant in Tail ſell, then the Land to remain to another, is void.

And in every Remainder five Things are requiſite.

Firſt, That it depends upon ſome particular Eſtate.

Secondly, That it pass out of the Grantor, Donor or Lessor, at the Time of the Creation of the particular Estate, whereon it must depend.

Thirdly, That it vest during the particular Estate, or at the instant Time of the Determination thereof.

Fourthly, That when a particular Estate is ceased, there be a Remnant of an Estate left to the Donor to be given by Way of Remainder.

Fifthly, That the Person to whom the Remainder is limited, be either capable at the Time of the Limitation thereof, or else to be thereof capable during the particular Estate.

Reversion. Remainder.

Now a Reversion is the Residue of an Estate left in the Grantor after some particular Estate, granted out: As if a Man grant Lands for Life, without further granting the Reversion, the Fee-Simple is in the Lessor.

Also it commenceth after a Remainder: As when he in Fee-Simple leaseth for Life to one, or in Tail, he may appoint a Remainder after that Estate, and a third in Fee-Simple: But if he doth not dispose of the Fee-Simple by Way of Remainder, when he maketh the Gift for Life or in Tail, then the Fee-Simple resteth in himself as a Reversion.

A Remainder in some Cases might at Common Law be at first created without Deed, but it could never be transferred over without Deed; neither could a Reversion be ever granted without Deed; but at this Day both may be granted without Attornment, by 4 & 5 *Anne*.

Tenant after Possibility of Issue extinct, is where Lands are given to two in Special Tail, and either of the Donees die without Issue, the Survivor hath the Lands during Life; and such Tenant shall not be pu-

nishable for Waſt, for the Inheritance which was once in him.

Courteſy. Tenant by the Courteſy, is where a Man marries a Woman ſeized of an Eſtate of Inheritance, and have Iſſue of her born alive, which poſſibly might inherit as Heir to her of ſuch Eſtate; he ſhall hold the Land during his Life by the Courteſy of *England*.

Though the Child muſt be born alive to erect a Tenancy by Courteſy upon, yet it is not requiſite that the Iſſue be alive when the Land deſcends or comes to the Woman; And this Tenancy by Courteſy is conſummate by the Wife's Death.

Dower. Tenant in Dower, is where a Man is ſeized of ſuch an Inheritance, that the Iſſue which he may have by his Wife, may by any Poſſibility inherit as Heir to her of ſuch Eſtate, ſhe ſhall be endowed of the Third Part, whether ſhe had Iſſue by him or not.

And this Dower is provided by the Common Law, for the Support and Maintenance of the Wife after the Death of the Husband, where no other Proviſion is made for her by the Husband, as a Settlement or Jointure.

Dower has been underſtood in Caſe of Widowhood: And the Wife ſhall be endowed, albeit the Husband were attainted, convicted, or outlaw'd for Treaſon, Felony, *&c.* ſaving the Right of others.

No Dower is allowed of Lands held in Truſt, nor of Lands held in Joint-tenancy by the Husband, for that goes to the Survivor.

The Wife ſhall be endowed, although ſhe and her Husband were married before the Age allowed by Law.

Lands alienated by the Husband before his Death, though

though he does not die seized, if Proof be made as he was once seized during the Coverture, the Wife shall have Dower.

If a Woman have a Jointure settled on her before Marriage, she shall have no Dower, unless she be expulsed of any Part of the Lands so settled in Jointure, and then she may for such Part from which she is debarred; but if there be no Jointure, she shall be endowed of a third Part of all Sorts of Inheritances of her Husband, which the Issue as she had by him might inherit.

Of Lease and Release.

A Release, is the giving or discharging of the Right or Action which a Man hath, or may have or claim against another Man; but to our Purpose here, it is a Conveyance of a Man's Interest or Right which he hath in a Thing, to another that hath the Possession thereof: And it is a common Course in passing Land by Lease and Release, first to make a Bargain and Sale for the Term of one Year, to the Intent that by Virtue thereof the Lessee may be in the actual Possession of the Lands intended to be released, and thereby and by Force and Virtue of the Statute of 27 *H.* 8. for transferring Uses into Possession, be enabled to take a Grant and Release of the Reversion and Inheritance of the said Lands, to him and his Heirs for ever.

And some of these Deeds of Releases do transfer Estates; some of them extinguish and discharge Actions, Rights and Titles; some of them do abridge; and some of them do enlarge, and sometimes they transfer a bare and naked Right; and sometimes they transfer a Right accompanied with some Estate or Interest; and sometimes they discharge Actions only; and these Actions so discharged

charged are sometimes in the Reality, and sometimes in the Personality, and sometimes in both.

Lands may be given and passed by way of Release; Rights and Titles to Lands or Goods may be barred or discharged by Release: And a Right to a Freehold or Inheritance may be released either to the Tenant of the Freehold in Deed or in Law, or to him in the Remainder or Reversion, and this without any Privity at all, and in some other Cases where there is a Privity.

All Action Real, Personal, and Mix'd, may be discharged by Release to him that is engaged; so Conditions annexed to Estates, Powers of Revocation, Uses, Warranties, Covenants, Tenures, Services, Rents, Commons and other Profits to be taken out of Lands may be discharged and extinguished by Release to the Tenant of the Land: Possibilities of Land, &c. if they be near and common, may be released to him that hath the present Estate of the Land.

All Debts, Legacies, and other Duties, may be discharged by Release before or after they become due. So a Rent or Annuity may be discharged before the Day of Payment; so a Debt due by Obligation. Recognizances may by apt Words in a Release be discharged before they are forfeit, albeit they be Records. So may Judgments and Executions also; Covenants and Bonds, before they be broken by apt Words, may be released.

In a Release tending to enlarge an Estate, these Things are required:

He that doth make the Release, must have such an Estate in himself, as out of which such an Estate may be derived and granted to the Releasee as is intended by the Release.

He to whom the Release is made, must have some

some Estate in Possession in Deed or in Law, or in Reversion in Deed in his own or another's Right of the Land whereof the Release is made, whereupon as upon a Foundation the Release may stand.

There must be also some Privity in Estate between the Releassor and the Releassee at the Time of the Release made, as between Donor and Donee, Lessor and Lessee, *&c.*

In a Release of Right to Land, no Estate need be mentioned; for by a Release of a Man's Right to Land for an Hour, he is barred of it for ever. There may be a Recital, Covenants, Warranty, and other Things inserted in the Release, as there is in other Deeds, if there be Occasion; but the Deed is good without any such Addition.

A Release made by one, that at the Time of the Making thereof had no Right, is void: And a Release made to one, that at the Time of the Release had nothing in the Lands, is also void; for he ought to have a Freehold, or a Possession or Privity. *Noy's Max. p.* 74, 75.

A Release made after a Lease for Life or Years, amounteth to a Feoffment: As if I let Land to a Man for Years or Life, and after release to him all my Right in the Land, *To have and to hold* to him and his Heirs; hereby he hath a Fee-Simple. *Co. Lit. f.* 207. *a. Finch, l.* 1. *c.* 5. *p.* 57. *Dyer* 263. *b.*

But if I release to him all my Right which I have in the Land, without using any more Words in the Release, then he hath only an Estate for Life; *ibid.*

A Lease is made of Land at Will, and after the Lessor makes a Release unto the Lessee of all his Right; this is a good Release, by reason of the Privity that is between them; but if I suffer a Man to occupy at my Will, without a Lease, and then I release to him all my Right, this Release is void for want of Privity. 7 *E.* 4. 27.

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A Releaſe made to a Leſſee for Years before his Entry, is void for want of Poſſeſſion. 15 *H.* 7. 14. 16 *H.* 7. 4.

A Man leaſeth Lands for Term of Life, the Remainder over in Tail, and after he in Remainder releaſes all his Right to the Tenant for Term of Life, and his Heirs; this is but only during the Life of the Releſſor, by reaſon of the Entail. 43 *Aſſ. pl.* 45.

A Releaſe made to him that hath a Reverſion or Remainder in Deed, ſhall ſerve and help him that hath the Frank-Tenement; ſo ſhall a Releaſe made to a Tenant for Life, or Tenant in Tail, inure to him in the Reverſion or Remainder if they ſhew it. *Noy, c.* 37. *p.* 76, 77.

A Releaſe of the Heir in the Life of his Anceſtor without Warranty, ſhall not be a Bar after the Death of his Anceſtor. 11 *H.* 4. 33. *Br. Releaſes* 10, *&c.*

If a Man releaſe all Actions to *A. B.* Yeoman, whereas he ought to be ſtiled *Gent*, the Releaſe is good in Law, and the Addition void; otherwiſe the Law is in caſe of Dignities, as Knight, Baron, Earl, Duke, and the like, becauſe theſe be Parcels of their Names. 21 *E.* 4. 72.

A Releaſe of all manner of Actions does not take away an Entry; as if a Man be diſſeiſed, and releaſeth all Actions, yet he may well enter. 19 *H.* 6. 3.

A Man cannot releaſe upon a Condition, nor for a Time, nor for Part; but either the Condition is void, and the Time is void, and the Releaſe ſhall inure to the Party to whom it is made for ever. *Noy, cap.* 37. *f.* 76. 13 *E.* 3. *Fitzh. Br. Releaſes* 96.

But of a Grant it is otherwiſe, for a Man may make a Grant as he pleaſes for a Time, or upon a Condition, *&c.* If

If a Man has a Rent-Charge out of 10 Acres, and releases all his Right in one Acre; this shall extinguish all the Rent-Charge: But if a Man leaseth Land for Term of Life, rendring Rent, and after he releaseth Part of the Rent; this is good, and the Residue of the Rent is not extinct. 34 *Ass. pl.* 15. *Br. Releases* 81. 9 *E.* 3. 8.

A Man made a Lease for Years, rendring Rent, and on Payment of the Rent, the Lessor made an Acquittance by a Release of all Actions, Dues, and Demands, from the Beginning of the World to the Day of the Date: Whether the Rent to come were released by it, was the Question; and it was resolved by the Court, That such a Release will discharge the Rent to come; for the Word *Demand* is the most large and ample Word in a Release. *Popham's Rep. f.* 136. *Wootton versus Bye.*

If a Parson doth release to his Parishioners all Demands in the Land, yet Tythes are not thereby released, for such general Words will not extend to such a special Matter: *Owen's Rep. f.* 39, 40. *Stiles versus Miles.* And Tythe is not issuing out of the Land, but it is a Thing collateral.

A Statute Merchant is entred into the 16th of *June*; the Conusee releaseth all Demands by Release dated the 17th of *June*, from the beginning of the World until the making of these Presents: This is a Discharge of the Statute; but had it been until the Day of the Date hereof, the Statute had been unreleased. *Dyer* 307.

Two are bound; Obligee releaseth to one, provided that the other shall not take Benefit of this Release, the Proviso is void. *Lit. Rep.* 191.

A Lease for a Year upon no other Consideration than reserving a Peppet-Corn Rent, if it be demanded, shall work as a Bargain and Sale, and make

make the Lessee capable of a Release. And the Reservation makes a sufficient Consideration to raise an Use, as by Bargain and Sale. *Ventris Rep. 2 part, f. 35. Anonymous.*

If Lessee for Years make a Lease of the Land but for Part of the Term, the Privity continueth still, and therefore a Release to him is good to enlarge the Estate: But if the Lessee make a Lease for his whole Term, or assign it, *contra.*

If a Man make a Lease for Life, the Remainder for Life, and the first Lessee dieth, and the Lessor release to him in Remainder for Life before Entry, this is a good Release to enlarge his Estate; for he hath an Estate of Freehold in Law capable of Enlargement by Release before Entry. *Co. super Lit. 270. Lit. Sect. 451.*

A Release of a Man's Right in Fee-Simple is not good to pass a Fee-Simple, but a Release to a Man and his Heirs will pass as a Fee-Simple; and if to a Man and the Heirs of his Body, by this he hath an Estate Tail: For where Inheritances pass, there must be apt Words. *Co. super Lit. 273. Lit. Sect. 465, 468, 469.*

One Tenant in Common cannot release to another Tenant in Common, but Jointenants or Coparteners may of their own Parts or Shares only, and to themselves only. *Bro. Rel. 77. Mich. 8 E. 4. 3. 10 E. 4. 3.*

A Release to one Joint Feoffee enures to him and all his Companions, in respect of the Warranty which the Law presumes they have.

In case the Release of a bare Right be to whom it is made must have an Estate of a Freehold in Deed, or in Law, in Possession, or some Estate or Remainder or Reversion in Deed. *Co. super Lit. 270.*

A Woman after her Husband's Death may release

leaſe her Dower, or Right of Dower, to him in Reverſion or Remainder in Fee, and will bar her for ever.

Where there is a Rent-Charge, Common of Paſture, or any Profit iſſuing out of Land, and he that hath it doth releaſe it to me; this is a good Releaſe, and will extinguiſh the Rent, if I am ſeized of the Land; but if I have only a bare Right, it is void. *Lit. Sect.* 480, 536, 537. *Co. ſuper Lit.* 205, *&c.*

No Tenant in Tail or Reverſion may releaſe a Warranty made to his Anceſtor or Predeceſſor; but he only, to whom ſuch Warranty is made, may releaſe it.

As he that hath Right of Entry may enter, tho' he have releaſed all Actions; ſo if one take my Goods, or detain them, I may take them out of his Poſſeſſion, tho' I have releaſed all Actions.

An Acknowledgment of a Debt's being ſatisfied or diſcharged, is a good Releaſe in Law of ſuch Debt.

A Creditor being made Executor, or if the Creditor be a Woman and ſhe marries the Debtor, in both theſe Caſes the Debts are diſcharged in Law; and in the firſt Caſe, the Executor may retain Goods of the Teſtator ſufficient to ſatisfy him his Debt. But if an Obligor be made Adminiſtrator of the Goods and Chattels of the Obligee, this is no Releaſe in Law. *Co. ſuper Lit.* 264. 8 *E.* 4. 3. 21 *E.* 4. 2. *&c.*

An Executor before Probate of the Will may releaſe a Debt or Duty due to the Teſtator, and be good and binding. *Co.* 5. 27, 39.

If an Obligation or Statute be made to two or more, and one of them releaſe to the Conuſor or Obligor, it is a Diſcharge of the whole Duty, and a Bar to the reſt. *Co.* 6. 25. 5. 22. *Bro. Releaſe* 84, 94. Stat. 23 *H.* 8. *c.* 3.

So

So a Releaſe to one Obligor, where there are ſeveral, by the Obligee will diſcharge all the reſt. Releaſe by a Lord to one Jointenant ſhall avail, and be good to both. And if two commit a Treſpaſs, a Releaſe to one of them acquits both.

If a Promiſe be of two Parts, and he to whom it is made doth releaſe one Part, this is a Releaſe of both. *Co.* 5. 9, 53, 59. *Super Lit.* 232. *Lit. Sect.* 376.

But when a Man will have Advantage of a Releaſe made to another, he muſt have it to ſhew and plead.

A Releaſe of all Actions, not only bars all Actions and Suits, but even Bonds and Statutes, if the Cauſe of Action be at the Time of the Releaſe made, and not at a Time to come; tho' the Time of Payment be not come or paſt: But ſuch a Releaſe will not bar Executions or Writs of Error to reverſe erroneous Judgment. *Co.* 8. 153. 5. 28, 70. *Kelw.* 113. *Co. ſuper Lit.* 286, 290, 292, *&c.*

A Releaſe of all Actions will not diſcharge a Covenant before broken, but afterwards it will. And a Releaſe to a Man of all Actions without ſaying againſt him, will extend ſo far, by reaſon the Law implies it. *Co. ſuper Lit.* 292. *Bro. Releaſe* 29.

By a Releaſe of all a Man's Right unto any Lands; all Actions, Entry, Title of Dower, Rents, *&c.* are diſcharged. And if the Releſſee be gotten into the Land of the Releſſor by Wrong, by this Releaſe the Wrong is diſcharged, and the Releſſee is in the Land by a good Title; but ſuch a Releaſe will not bar a Man of a Right that ſhall deſcend to him afterwards. *Co.* 8. 151, 10. 47. *Plow.* 484. 6 *H.* 7. 8. *Co.* 3. 29. 6. 1. *Super Lit.* 345. 289. *Perk. Sect.* 644.

By

By a Releaſe of all Entries, or Right of Entry, a Man hath unto Lands without more Words, a Man is barred of all Right or Power of Entry into thoſe Lands, upon any Pretence whatſoever. But if a Man have a double Remedy, (*viz.*) a Right of Entry, and an Action to recover his Right, and then releaſe all Entries; by this he is not barred of his Action. *Co.* 8. 151.

A Releaſe of all a Man's Title to Land, is of as large an Extent as Right: And a Releaſe of all Suits, diſcharges as much as all Actions. *Kelw.* 484. 6, 7, 8. *Co. ſuper Lit.* 265, 345. *Co.* 8. 154, 157. 5. 70.

By a Releaſe of all Quarrels, all Actions real and Perſonal, and Cauſes of ſuch Actions, are diſcharged: And a Releaſe of all Duties, diſcharges all Actions, Judgments, Executions, Obligations, Rents, Services, *&c.* becauſe the Duty it ſelf is releaſed. *Co. ſuper Lit.* 291, 292. 8. 157. 5. 70. *Co.* 8. 153.

A Releaſe of all Debts, diſcharges all Debts then owing from the Releſſee to the Releſſor upon Specialties, Execution, *&c.* And a Releaſe of all Covenants, diſcharges all Covenants then broken, or that ſhall be afterwards broken. *Co. ſuper Lit.* 76. 291, 292. *Co.* 1. 112. 10. 51.

A Releaſe of all Statutes, diſcharges all Statutes; Errors, and Writs of Errors, the ſame; Warranty and Covenants the ſame; Releaſe of all Legacies, bars all Legacies given *in præſenti* or *futuro*, *&c.* *Co.* 10. 47, 51. *Co.* 2. 16. *Lit. Sect.* 148, 153. *Dyer* 56.

But a Releaſe of all Demands, is the moſt extenſive and effectual Diſcharge of any, and doth include in it moſt of all the Releaſes before: By a Releaſe of all Demands, without more Words, are releaſed all Rights and Titles

to Lands, Warranty, Conditions annexed to Eſtates, before broken or performed, and after; alſo all Statutes, Obligations, Contracts, Recognizances, Covenants, Rents, Commons, and the like: Alſo all manner of Actions real and perſonal, Appeals, Debts, Duties; and all manner of Judgments, Executions, Annuities, Rents, Titles of Entry, Rent Service, Rent Charge or other Profit to be taken out of Land: By a Releaſe of all Demands, all thoſe Things are diſcharged. *Co. ſuper Lit.* 291. *Co.* 8. 54. *Lit. Sect.* 501, 509, 510.

But this Releaſe doth not diſcharge a Rent incident to a Reverſion due after the Releaſe, nor a Covenant or Promiſe that is future, before it be in being, or a Covenant before it is broken; nor avoid any Obligation ſubſequent to the Releaſe: And generally if it be made on a particular Occaſion, that ſhall reſtrain the generality of the Words.

A Releaſe of all Claims is much of the ſame Nature as a Releaſe of all Demands.

If Termor for Years grant the Land by Indenture to a Man, rendring Rent, and at the End of the firſt Year he makes a Releaſe to the Grantee of all Demands, the Rent is hereby extinct during all the Time. Adjudged in *B. R. Paſch.* 17 *Jac.* 1. *Wotton's* Caſe.

Of Confirmations.

A Confirmation is much of the Nature of a Releaſe; for in moſt Things they agree, and produce the like Effects.

And it is ſaid to be a Conveyance of an Eſtate or Right that one hath unto Lands or Tenements to another that hath the Poſſeſſion thereof, or

ſome Eſtate therein, whereby a voidable Eſtate is made ſure and unavoidable, or whereby a particular Eſtate is encreaſed and enlarged. *Co. Lit.* 295.

And there are two Kinds of Confirmation, (*viz.*) Confirmation in Deed, the other implied by Law.

Confirmation by Deed is, when the Act done, or Deed made, is intended for a Confirmation.

Confirmation implied is, when the Law by Conſtruction makes a Confirmation of a Deed made to another Purpoſe: And both theſe are always in Writing. *Co. Rep.* 9. *fo.* 142. *Co. Lit. fo.* 295.

In every good Confirmation tending to confirm an Eſtate, or alter the Quality of it, theſe Things muſt concur:

There muſt be a precedent rightful or wrongful Eſtate in him, to whom the Confirmation is made in his own or another's Right, or at leaſt he muſt have the Poſſeſſion of the Thing whereof the Confirmation is to be made, that it may be as a Foundation for the Confirmation to work upon.

As if Feoffee on Condition make a Feoffment over, and the Feoffor confirm his Eſtate to him, to whom the ſecond Feoffment is made, and his Heirs; this is a good Confirmation to make his Eſtate abſolute. 1 *Co.* 146. *Lit. Sect.* 516.

And if one make a Leaſe for Life abſolute, or a Feoffment in Fee, or Leaſe for Life on Condition, or be diſſeiſed of Land, and the Leſſee for Life, Feoffee, or Diſſeiſor, doth grant a Rent out of the Land in Fee, and the Leſſor, Feoffee, Diſſeiſee, doth confirm the Eſtate to the Grantee; this doth make good the Grant for ever. 1 *Co.* 144. *Co. Lit.* 527, 529.

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And if an Infant make a Leaſe for twenty Years, and the Leſſee doth make a Leaſe to another for all or part of the Time, and the Infant at his full Age doth confirm this ſecond Leaſe; this is a good Confirmation, and doth perfect the Leaſe; for it is a Rule, *That which a Man may defeat by his Entry, he may confirm by his Deed*: But if there be no precedent Eſtate for the Confirmation to work upon, and the Eſtate be ſuch an Eſtate as is meerly void, then is the Confirmation void alſo: As for Example; If a Man aſſign Dower to a Woman that hath nothing to do with it; or a Court that hath not Power, doth make Leaſes, *&c.* And a Confirmation to him that hath nothing in the Land, is void. *Co. Lit.* 295. *Dyer* 263.

The Confirmor muſt have ſuch an Eſtate and Property in the Thing whereof the Confirmation is made, as he may be thereby enabled to confirm the Eſtate to the Confirmee, otherwiſe the Confirmation is void. *Dyer* 109.

And in a Confirmation to encreaſe an Eſtate, there muſt be a Privity of Eſtate between the Confirmor and Confirmee, as between Leſſor and Leſſee, and the like, in caſe of a Releaſe. *Co. Lit.* 256. *a.*

Confirmation by one Jointenant of the Eſtate of his Companion worketh nothing; for their Eſtates are equal, and each hath Intereſt in the whole Land: But yet if one Jointenant confirm the whole Land to his Companion, *To hold* to him and his Heirs; this ſhall amount to a Grant, and ſo will be good to paſs his Moiety. *Lit. Sect.* 523. *Dyer* 263.

And in caſe of precedent Eſtates for Confirmations to work upon, ſuch precedent Eſtates muſt continue until the Confirmation come; as in all

Caſes of voidable Eſtates made, the Confirmation muſt be before the Eſtates be made void by Entry, *&c.* or otherwiſe the Confirmation will be void, for it comes too late afterwards.

The Eſtate precedent, and that which is to be confirmed, muſt be lawful, and not prohibited by any Act of Parliament; and therefore if a Spiritual Perſon, as Prebend or the like, make a Leaſe not warranted by the Statutes, the Confirmation of the Dean and Chapter will not help or amend it; and if Tenant in Tail make a voidable Leaſe, and after confirmed himſelf, this is voidable ſtill. 5 *Co.* 15. *Lit. Sect.* 607.

If a Biſhop, *&c.* grant an ancient Office belonging to his Biſhoprick; altho' it be but for the Life of the Grantee, yet it muſt be confirmed by the Dean and Chapter. 10 *Co.* 62.

If a Tenant for Life grant a Rent-Charge to another, and his Heirs; in this Caſe he in the Reverſion muſt confirm it, otherwiſe it will be good only for the Life of the Tenant for Life. 1 *Co.* 147.

A Confirmation to charge an Eſtate, muſt have Words to ſhew what Eſtate: Therefore it is not amiſs in the Premiſſes of the Deed of Confirmation, ſpecially to recite the Eſtate of the Tenant which muſt be confirmed, and alſo the Eſtate of him that ſhall confirm, and to expreſs the Conſideration thereof, if any ſuch there be. *Weſt, Symb.* 1. *Lib.* 2. *Sect.* 457. *Noy's Max.* 77.

A Confirmation cannot charge an Eſtate that is determined by expreſs Condition or Limitation. *Noy's Max.* 77.

A Confirmation to Tenant for Life of his Eſtate only for an Hour, ſhall be good for Life; and if made to a Tenant in Fee, it ſhall be good for ever. *Ibid.*

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A Leaſe for Years may be confirmed for a Time, or upon Condition, or for a Piece of the Land: And in a Confirmation, new Service may not be reſerved, but old Service may be abridg'd. *Ibid.*

A Confirmation made by him that at the Time of the Making thereof had no Right, is void: And ſo if a Right come to him afterwards, (unleſs it be with Warranty) and then it ſhall bar him of all Right that ſhall come to him after the Warranty made. *Noy's Max. p.* 74.

Confirmation hath relation to Releaſe; and where he that, as before, hath a better Title in the Land than the Tenant, releaſeth to the Tenant; this is a Confirmation. *Weſt, p.* 1. *lib.* 2. *Sect.* 457.

An Eſtate as a Man has in Right of his Wife, is good enough for a Releaſe or Confirmation to work upon.

Confirmation to a Husband and Wife for their Lives, of the Husband's Lands, only confirms the Eſtate of the Husband, and not ſo as to give any Eſtate to the Wife; but if it be of the Wife's Land, it confirms the Eſtate to the Husband as well as Wife, and he will enjoy after her Death. *Co. ſuper Lit.* 305.

Lands granted to Husband and Wife, *To hold* one Moiety to the Husband for Life, and the other Moiety to the Wife for hers, confirmed by the Leſſor *To hold* to them and their Heirs; the Husband will enjoy his Moiety, and be a Jointenant with the Wife for hers. *Co. ſuper Lit.* 299.

Lands given to two Men and the Heirs of their two Bodies begotten, and the Donor confirms the Eſtate in the Land, *To hold* to them and their Heirs; this ſhall enure to them as a

Joint Eſtate for their Lives, and after for ſeveral Inheritances. *Co. ſuper Lit.* 299.

And a Confirmation to one Joint Feoffee or Leſſee will extend to his Companion, ſo as to make his Eſtate good.

Confirmation of a Leaſe by the Leſſor of a Term for Years *in futuro*, where there is a Leaſe then *in eſſe*, ſhall make the future Eſtate ſtand good before the preſent.

A Patron of a Church muſt be in Fee-Simple, to make any Confirmation to bind the ſucceeding Parſon: And no Biſhop can confirm any Grant for more than his own Life without the Dean and Chapter. *Co.* 10. 62. *Dyer* 52. Stat. 13 *Eliz. c.* 20, &c.

Confirmation of the Act of the Parſon by the Patron and Ordinary, may in ſome Caſes bind his Succeſſor, that is, where it does not tend to leſſen the Revenue of the Church, *&c.* but if it does, it may be avoided, after the Parſon's Death, by Diſagreement of the Succeſſor.

If he in Reverſion does not diſagree to the Confirmation, or accepts of Rent, *&c.* on a former Grant; it is a Confirmation of ſuch Grant during his Time.

If I make a Feoffment on Condition, and before the Condition broken, I confirm the Eſtate of the Feoffee abſolutely, this will not extinguiſh the Condition: But if the Condition be firſt broken, and my Entry is lawful, the Confirmation will extinguiſh the Condition; or if the Feoffee make a Feoffment over to another abſolutely, and I confirm the Eſtate of the ſecond Feoffee, whether it be before or after the Condition broken, by this the Condition is diſcharg'd, 11 *H.* 7. 29, *Co.* 1. 146.

A. makes a Leaſe for Years of 20 Acres of Land,

Land, rendring Rent, the Leſſee grants all his Eſtate in one of the Acres to *B.* the Leſſor confirms the Eſtate of *B.* By this Confirmation, the entire Rent is gone in all the other Acres; for being an entire Contract, and by his own Act there cannot be an Occupation for Part, and an Extinguiſhment for the other Part; and in this Caſe, there is no Difference between Suſpenſion and Extinguiſhment. *Owen's Rep. f.* 10. *Goddard's* Caſe.

In an Aſſize: Where the Father grants a Rent-Charge for Life, and the Son confirms it, and the Father dies, and the Grantee brings an Aſſize for the Rent, and Iſſue was taken upon the Seiſin of the Son, *Tempore confirmationis facte*; and it ſeemeth, that he who confirmeth without Warranty, or who has nothing in the Land at the Time of the Confirmation made, as the Son in the Life of his Father, and the like; that in this Caſe, the Confirmation ſhall not bind the Son after the Death of his Father, but he may well ſay, that he had nothing in the Land at the Time of the Confirmation. 14 *Aſſ. pl.* 14. *Br. Confirmation* 14.

Of Marriage Settlements, Jointures, Articles, Contracts, Covenants to ſtand ſeized to Uſes, &c.

Settlements.

DEeds of Settlement are ſo called, becauſe upon Marriages the Eſtate is uſually ſettled upon the Husband for Life, to the Wife for Jointure, and to their Iſſue in Remainder, *&c.* with Leaſes therein to Truſtees for Terms of Years, to raiſe Daughters Portions for Payment of Debts, with Leaſes for Lives for ſupporting contingent Remainders, *&c.*

Jointures.

And Jointure is, Where the Husband, or some other Friend in his Behalf, assureth unto his Wife, in Consideration of Marriage, and Marriage Portion, Lands or Tenements, for Term of her Life, as a Maintenance for her after her Husband's Death.

It seemeth to be called a Jointure, either because it is granted *Ratione junctura in Matrimonio*, or because the Land in Frank Marriage is given jointly to the Husband and the Wife, and after to the Heirs of their Bodies, whereby the Husband and Wife are made Jointenants during the Coverture.

If a Woman have Jointure before Marriage, she cannot relinquish it and claim Dower; and if it be made during Marriage, she may enter into her Jointure presently: But if she enter or accept of it, she shall not be endowed.

If she be expulsed of any Part of her Jointure, she shall be endowed of the Residue of her Husband's Lands. Stat. 27 *H.* 8.

A Jointure must be an immediate Estate after the Husband's Death in Creation, and shall not be aided by Matter *ex post Facto*: Therefore if a Man makes a Feoffment in Fee to the Use of himself for Life, the Remainder to the Use of his second Son for Life, and to the Use of such Woman as he shall marry; the Remainder to the Heirs of the second Son; the Father dies, the second Son takes Wife, and dies: It is no good Jointure, and the Wife may bring Dower. For the Estate limited in its Creation is not a Jointure within the Statute, because the Husband might in Possibility have died before the Father, and then the Wife should not have an immediate Estate.

But if a Man seized of Lands in Fee, levies a Fine

Fine of it to Perſons, &c. and it is by Indenture declared to be to the Uſe of himſelf, and of ſuch Woman as he ſhall after marry during their Lives, it is a good Jointure. *Dyer* 274.

The Statute of Uſes hath a general Purview, That Jointures made for Wives ſhall bar Dower, not diſtinguiſhing before or after Coverture; and then comes with a *Proviſo*, That if it be made during Coverture, ſhe may refuſe it, and take her Dower. *Hob.* 71.

It is neceſſary in the Making of a good Jointure, that the following Rules be obſerved: That the firſt Limitation take Effect for the Wife's Life in Poſſeſſion or Profit preſently, after the Death of her Husband: That it be made for the Term of her own Life: That it be made to her ſelf, and none other for her: That it be made in Satisfaction of her whole Dower, and not in part of her Dower: That it be either expreſſed or averred to be in Satisfaction of her Dower: And it may be made before or after Marriage. Statute 27 *H.* 8.

The Jointure to the Wife muſt be either in Fee-Tail, or for Term of her own Life, for an Eſtate for Life or Lives of one or many others, or to her for an Hundred Years, if ſhe live ſo long; or without ſuch Limitation is no Bar of Dower, although it be made expreſly in Satisfaction of her Dower.

And if an Eſtate be made to others in Fee-Simple or for Life upon Truſt, ſo as the Eſtate remain in them, though it be for her Benefit and by her Aſſent, and by expreſs Words to be in full Satisfaction of her Dower, yet is this no Bar of her Dower.

A Deviſe by Will cannot be averred to be in Satisfaction of her Dower, unleſs it be ſo expreſſed in the Will.

If

If a Jointure be made to the Wife of Lands before the Coverture, and after the Baron and Feme alien by Fine thoſe Lands ſo ſettled for her Jointure, ſhe ſhall not be endowed of any other of her Husbands Lands: But if the Jointure had been made after Marriage, notwithſtanding the Alienation by the Husband and Wife thereof by Fine; yet becauſe her Eſtate was originally waivable being made after Marriage, and the Time of her Election came not till after the Death of her Husband, ſhe may claim her Dower in the Reſidue of his Land.

If a Husband be attainted of Murder, or other Felony, it is ſaid the Wife ſhall not loſe her Dower: But if the Husband be attainted of High Treaſon, or Petit Treaſon, ſhe ſhall be barred of her Dower.

Jointure or Bond and Judgment to the Wife before Marriage, in Conſideration of a Marriage Portion, is not liable to pay the Husband's Debts after his Death, although ſuch Debts be by Judgment, Statute, Bond, or other Specialty, unleſs the Wife conſent and ſet her Hand to a Writing declaring ſuch her Conſent. (See more of *Marriage Settlements* and *Jointures* under Title *Fines and Recoveries*, &c.)

Marriage Contracts.

Until Celebration of the Marriage, the Man and Woman are not reputed one Perſon, nor their Iſſue lawful; nor doth he gain any Propriety in her Goods, nor ſhe any Dower in his Lands by Force of the Contract of Matrimony only, without Solemnization. *Swinburne's Matrimonial Contract*, p. 2.

And a Promiſe of Matrimony muſt be mutual; and therefore, if the Man ſay to the Woman, *I do promiſe that I will marry thee*, but the Woman doth not make the like Promiſe to the Man; or

or contrarywiſe the Woman doth promiſe, but not the Man; this is a lame Contract, and not of any Force in Law: Neither is the ſilent Party in this Caſe preſumed to conſent, without the Conſent appear by Words, unleſs the Father or Mother promiſe Marriage for their Child; for the Child's Silence in this Caſe (being preſent, and hearing the ſame) is taken for a Conſent and Approbation thereof: But it is otherwiſe if any other Perſon than the Parents promiſe for the Child. *Swinb. Mat. Cont. p.* 5, 6.

There is Difference between a Promiſe *de Preſenti*, and a Promiſe *de Futuro*: A Promiſe *de Preſenti*, as, *I do take thee to my Wife*, and, *I do take thee to my Husband*, cannot by any Agreement be diſſolved, but they are reputed Husband and Wife in reſpect of the Subſtance and indiſſoluble Knot of Matrimony: And therefore, if either of them ſhould marry with any other Perſon, conſummating the ſame by Carnal Copulation, and Procreation of Children, this Matrimony is to be diſſolved as unlawful, the Parties marrying to be puniſhed as Adulterers, and their Iſſue in Danger of Baſtardy. *Swinb. Mat. Cont. p.* 8, 9, 10, 11, 12, 13.

A Promiſe *de Futuro*, as, *I will take thee to my Wife, &c.* by this they are not very Husband and Wife, for by mutual Agreement they may diſſolve thoſe Spouſals, and match themſelves elſewhere; and ſo they may if but one of them renounce, for by the Words, *will do*, the Thing is not thereby done indeed, as in caſe of the other. *Ibid.*

A Man at 14 Years of Age, and a Woman at 12, may contract Matrimony, for then they are preſumed to be of Diſcretion, and able to perform the Duty of Marriage. *Swinb. p.* 47.

If a Man ſay to a Woman, *I do promiſe to mar-*

ry

ry thee; and if thou be content to marry me, then kiss me, or give me thy Hand; and the other Party do kiss or give her Hand accordingly; Spousals are thereby contracted. *Swinb. p.* 69.

Although neither one Party nor the other do utter the Words of Contract, but some third Person pronouncing the Words; as if he say to the Man, *Dost thou take this Woman to thy Wife*, &c. and he answer *Yea*, or *I do*, or any Thing else amounting to a Consent, is of the same Efficacy, as if the Parties themselves had with their own Mouths declared the Words of the Contract. *Swinb. Mat.* 86.

If a Ring be solemnly delivered and put on the Woman's fourth Finger by the Party himself, and she willingly not only accepts the same, but wears it accordingly, the Parties are presumed to have mutually consented to be Man and Wife, and so to have contracted Matrimony, although they used not any Words. *Swinb. Mat. Cont. p.* 210, 211, *&c.*

And by the Ecclesiastical Laws, If any having contracted Spousals, and afterwards refuse to have the Marriage solemnized, he or she so refusing are liable to be excommunicated, and to be committed to Prison, and there to be kept without Bail or Mainprise, until he or she submit to the Monition of the Ordinary, and agree to the Celebration of the Marriage.

Baron and Feme.

A Man and his Wife are esteemed but as one Person in Law; so that a Man during the Coverture cannot convey Lands to his Wife, but he may settle it in Trustees for her, or give it her by Will.

If a joint Estate be made of Lands to Husband and Wife and a third Person, the Husband and Wife shall have but a Moiety, and the other Person

Person the other Moiety, because the Husband and Wife are but one Person in Law. 1 *Co. sup. Lit. p.* 187.

A Man makes a Feoffment to himself and such Wife as he should marry, and after taketh Wife, they are Jointenants, tho' commencing at several Times.

If a Feme Sole be possessed of a Chattel real, and afterwards be thereof dispossessed, and then taketh Husband and dies; this Right is not given to the Husband by Marriage, but to her Executors or Administrators. 1 *part Co. Super Lit. p.* 351.

If a Feme Covert make any Agreement, her Husband may disagree to it; and if not, she may disagree after his Death, or her Heirs after hers.

Husband is not liable to pay Debts contracted by the Wife before Marriage, after her Death, but in her Life-time he is.

A Stranger taking the Profits of the Wife's Lands during the Husband's Life, and he dies, his Executors shall have the Action, and not the Wife.

If the Husband alien the Wife's Land, she can have no Remedy during his Life, but after his Death she may recover by *Cui in Vita*.

In case of Banishment, or *Non sane Memorie, Non compos, &c.* of the Husband, the Feme Covert may act as lawfully as her Husband might if he were not dead in Law. Stat. *W.* 2. *c.* 3.

If a Child be born but a Day after Marriage between Parties of full Age; if a Man take a Wife great with Child by another who was not her Husband; if a Woman elope with a Stranger, and hath a Child by him; if the Husband be within the four Seas, in all these Cases it is said the Child is Legitimate, and shall inherit as

Children Legitimate, and not.

as Heir to the Husband. 1 *part Co. ſuper Lit. p.* 244.

And it is ſaid, That if a Man marry a Woman, but dies before he beds her, and ſhe have a Child in Time after, it ſhall be counted his Child.

A Baſtard is one not born in lawful Marriage; Iſſue born nine Months after the Death of the Husband, and Iſſue of a ſecond Wife, the firſt Wife being living, are Baſtards.

Covenants to ſtand ſeized.

Covenants to ſtand ſeized to Uſes, are grounded upon the Statute of 27 *H.* 8. By which, he that hath an Uſe muſt have the Poſſeſſion of the Land alſo, for there cannot be one without the other.

Four Things are required to every Execution of an Uſe within this Statute, (*viz.*) That there be a Perſon ſeized: That there be a *Ceſtuy que Uſe in eſſe*: That there be an Uſe *in Eſſe* in Poſſeſſion, Reverſion, or Remainder: And that the Eſtate out of which the Uſes ariſe be veſted in *Ceſtuy que Uſe*.

And this Statute doth not execute any Uſe, but only Uſes *in eſſe*; ſo that the Right of a preſent and a future or contingent Uſe are excluded, until they come *in eſſe*; and then the Statute doth execute them alſo, if no Alteration be of the Eſtate in the Land before: But ſuch Right of Uſes *in eſſe*, and Uſes in Contingency until they happen to be *in eſſe*, remain at the Common Law as they were before the Statute. 1 *Co.* 126, 136. *Plow.* 391. *Dyer* 58, 88, 330.

A Covenant to ſtand ſeized to Uſes, may be in this Sort: A Man that hath a Wife and Children, Brothers and Kinsfolk, may by Deed covenant and agree, That for their or any of their Preferments, he will ſtand ſeized of Land to their Uſe, either for Life, in Tail, or Fee-Simple:

And upon this Agreement there ariſeth an Equity, That the Land ſhall go according to his Agreement: And the aforeſaid Statute conveyeth the Eſtate of the Land as the Uſe is appointed.

There muſt be a Conſideration to raiſe an Uſe according to this Statute; for if the Party, to whoſe Uſe he agreeth to ſtand ſeized of the Land, be not Wife, Children, Uncle or Couſin, or one that he intendeth to marry, then will no Uſe ariſe, and ſo no Conveyance. For although the Law allows the Conſiderations of Marriage and Blood to raiſe Uſes; yet doth it not ſo trifling Conſiderations, as old Acquaintance, Schooling Service, and the like. 1 *Co.* 176. 2 *Co.* 15, 76. 3 *Cro.* 394. *Dyer* 169, 312, *&c.*

But where a Man maketh an Eſtate of his Land to others by Feoffment, Fine, or Recovery, he may then appoint the Uſe to whom he pleaſeth, without Reſpect of Kindred, Marriage, Money, or other Thing: But he cannot do ſo when he maketh no Eſtate, but only agreeth to ſtand ſeized.

If a Man covenant with his Brother, and two Strangers, in Conſideration of the Love to his Wife and Children, their Preferment and Living, and to ſettle his Lands in his Name and Blood, to ſtand ſeized of the Land, *To the Uſe* of himſelf for Life; and after his Deceaſe, to the Uſe of his Wife; and after her Deceaſe, to the Uſe of the Covenantees, and their Heirs, upon Truſt, *&c.* no Uſe ariſeth to theſe other Covenantees, but only to the Brother, becauſe they are Strangers to the Conſideration. 1 *Cro.* 529. *Jon.* 518. *Plow.* 307. *Yelv.* 51.

So if I covenant with *A.* to ſtand ſeized to the Uſe of him, his Executors, *&c.* for twenty Years, he being none of my Kindred, and after to the

Uſe of my Son in Tail; in this Caſe no Uſe will ariſe to *A.* but the Uſe will riſe to my Son.

Of Leaſes, &c.

A Leaſe by Indenture in Writing, is where one doth by Deed demiſe, grant, or let Lands, Rent Common, or other Hereditaments, to another, for a leſſer Time than he that doth let it hath in it: For when a Leſſee doth grant over all his Eſtate unto another, this is more properly called an *Aſſignment*, than a *Leaſe*.

And Leaſes are divided either into Leaſes for Years, or Leaſes for Life: And Leaſes for Years are either in Writing, or by Word or Parol.

Leaſes Parol are void, if they exceed three Years from the Making; and if they do not exceed that Time, two Thirds of the improved Value of the Thing demiſed muſt be reſerved to the Landlord. Stat. 29 *Car.* 2.

A Leaſe for Years muſt have a certain Commencement, and a certain Determination, either by an expreſs Enumeration of Years, or by a Reference to a Certainty that is expreſs'd.

And there muſt be an Acceptance of the Things demiſed, and the Eſtate by the Leſſee. But whether any Rent be reſerved upon a Leaſe for Life, Years, or at Will, or not, is not material; except only in the Caſes of Leaſes made by Tenant in Tail, Husband and Wife, and Eccleſiaſtical Perſons. 6 *Co.* 34, 35, 36. *Co. Lit.* 45, 46. *Plow.* 273, 523.

Leaſes for Years, Life, or at Will, may be made of any Thing corporeal or incorporeal, that lieth in Livery or Grant: Alſo Leaſes for Years may be made of any Goods or Chattels. *Bro. Leaſ.* 23.

Leaſe for Years may begin at a Day paſt, or at a Day to come, provided it be certain, as at *Chriſtmas* laſt, *Chriſtmas* next, or three or ten Years after, or after the Death of the Leſſor, and it is as good as where it doth begin preſently. But a Leaſe for Life of any Thing whatſoever, whether it lie in Livery or in Grant, if it be *in eſſe* before, cannot begin at a Day to come. *Co. Lit.* 5. 1. 48. *Plow.* 156, 197.

Tenant for Term of Years may enter when he will, the Death of the Leſſor is not let, and he may grant away his Term before it begins: But before he enter, he cannot ſurrender, nor have any Action of Treſpaſs, nor take a Releaſe; and he is bound to repair the Tenements, in caſe it be not mentioned in the Leaſe to the contrary. *Noy's Max. p.* 30.

And if Tenant for Life or Years granteth a greater Eſtate than he hath himſelf, he doth forfeit his Term. *Ibid.*

The Leſſor may enter, to ſee what Reparations or Waſte there is, and he may diſtrain for his Rent, or have an Action of Debt. *Ibid.*

A Leaſe from Year to Year, ſo long as both the Parties pleaſe, after Entry in any Year, it is a Leaſe for that Year, *&c.* till Warning be given to depart. And a Leaſe for a Year, and ſo to hold from Year to Year during the Life of *A. B.* is for two Years only, by reaſon of Incertainty; but if it had been made for a certain Number of Years, if *A. B.* live ſo long, it would be good for the whole Time. 14 *H.* 8. 16. *Noy's Max. p.* 65, *&c.*

If Lands deſcend to the Heir, before his Entry he may make a Leaſe thereof; *Noy's Max. p.* 65. for he hath a Poſſeſſion in Law.

Leaſes for Years are called *Chattels Real*, and are not inheritable by Heirs, but go to the Executors or Adminiſtrators. They be ſaleable for Debt in the Life of the Owner, or in the Executors or Adminiſtrators Hands, by Writ of Execution. They are forfeited to the Crown by Outlawry; or by Attainder for Felony, Treaſon, or Premunire, *&c.* *Wentworth's Exec.* p. 76, 32. *L. Aſſ. pl.* 6.

And if a Leaſe be for 500 Years, it is but a Chattel, and cannot be entailed. *Pract. Reg.* p. 192.

Leaſes for Life are called *Freehold*, and require Livery of Seiſin. Theſe Leaſes are not ſaleable by the Sheriff for Debt, but the Land is to be extended at a yearly Value, to ſatisfy the Debt; neither is it forfeited by Outlawry (except in Felony), nor by any of thoſe Means before mentioned, to which Leaſes for Years are liable and ſubject, (ſaving only Attainders for Treaſon, Felony, or Premunire) and then only to the Crown, and not to the Lord of the Eſcheat. 25 *Edw.* 3. *Stat.* 5. *c.* 2.

This Eſtate will go to the Heirs, if the Word *Heirs* be contained in the Grant; and if not contained, then to the Executor.

A Leaſe for Life, or for Years, may alſo be made by Fine of Record, Bargain and Sale, or by Covenants to ſtand ſeized to Uſes, upon good Conſideration, as of Marriage, or of Blood, *&c.* *Bro. Fines* 106.

If a Man have a Leaſe for never ſo many Years, determinable upon Life or Lives, it is but a Chattel. *Wentworth's Exec. p.* 28.

A Leaſe at Will, is where one maketh a Leaſe to another, during the Will and Pleaſure of him that letteth, or him that taketh, or both: So if one

one make a Feoffment in Fee, or Leaſe for Life, &c. and do not make Livery of Seiſin, and ſo perfect the Eſtate, the Feoffee or Leſſee hath only an Eſtate at Will. 14 *H.* 8. 12. *Co. Lit.* 55, 56, 270.

If an Infant be ſeized of Land in Fee-Simple, and he makes a Leaſe for Years of it, rendring no Rent, this Leaſe is void; but if there be a Rent reſerved upon the Leaſe, then the Leaſe is but voidable, and may, by the Acceptance of the Rent by the Infant, after his full Age be made good. *Plow.* 545. 9 *H.* 7. 24.

Jointenants, Tenants in Common, and Parceners, may make Leaſes for Life or Years of their own Parts at their Pleaſures; And theſe Leaſes will bind their Companions; and one Coparceners or Tenant in Common may make a Leaſe of his Part to his Companion. *Fitz. N. B.* 62.

A Man that hath an Eſtate in Land to him and his Wife, and his Heirs, may make what Leaſe he will of the Land; and this will be good againſt all Men but his Wife only, and that for her Time. *Bro. Leaſes* 58.

If there be Leſſor in Fee, and Leſſee for ten Years, in this Caſe theſe two may join together, and make a Leaſe for Lives, or for any Term of Years; and this is good. 10 *Co.* 49.

If one grant Lands to *A. B. To have and to hold* to him for Life, and doth not ſay for whoſe Life, this regularly ſhall be taken for the Life of *A. B.* the Leſſee, and not for the Life of the Leſſor; and if the Leſſor himſelf have but an Eſtate for Life in the Lands granted, then the Leaſe ſhall be conſtrued to continue during that Life only by which the Leſſor did hold, to prevent a Forfeiture; and if he that doth make the Leaſe be Tenant in Tail of the Land, this ſhall be taken for the Life of the Leſſor.

And if a Tenant for Life of Land make a Leaſe for Years of it, and then grant his Reverſion, by the Name of a Reverſion to another, *To have and to hold* to him and his Heirs; by this he has only an Eſtate for Life of the Grantor, and no more. *Plow.* 161. *Fitz. N. B.* 168. *Co. Lit.* 42, 183.

If one grant Land to *A. B.* and *C. D. To have and to hold* to them during their Lives, omitting theſe Words, *and the longeſt Liver of them*, by this notwithſtanding they ſhall hold it during the Life of the longeſt Liver of them. And if a Leaſe be made to *A.* only, *To have and to hold* to him and *B.* for their Lives: By this, *A.* hath an Eſtate for his own Life only, and no more; and *B.* hath nothing at all. 5 *Co.* 9. 11. 3. 38 *El. B. R. inter Ruſs & Aldwick.*

But if a Leaſe be made to *A.* and his Aſſigns, *Habend'* to *A.* during his Life, and the Lives of *B.* and *C.* this is a good Leaſe for theſe three Lives, and the longeſt Liver of them. *Ld. Coke's 5th Part, fo.* 13.

If two Jointenants be, and one of them grant the Land to *A. B. To have and to hold* for twenty Years, if the Leſſor and his Companion ſo long live; by this the Leaſe will continue no longer than they both live together, and when either of them dies, the Leaſe is determined.

And in caſe of incertain Leaſes made with Limitations and Conditions; as, until ſuch a Thing be done, *&c.* or ſo long as ſuch a Thing continue, *&c.* if Livery of Seiſin be made upon them, they may be good Leaſes for Life, determinable on thoſe Contingents, altho' they be not good Leaſes for Years. *Plow.* 27. 6 *Co.* 35.

A Man ſeized of an Eſtate in Fee-Simple, in his own Right, of any Lands or Tenements, may by

by Deed in Writing make a Leaſe of it for what Lives or Years he will: And he that is ſeized of an Eſtate Tail of any Lands or Tenements, may make any Leaſe out of it for his own Life; but no longer, unleſs it be by Fine or Recovery, or it be ſuch a Leaſe as is warranted by the Statute of 32 *H.* 8.

And he that is ſeized of Lands or Tenements for his own or another's Life, may make what Leaſe for Years he will of it, and it will be good as long as the Leaſe for Years doth laſt; and he that is poſſeſſed of Lands for Years, may make a Leaſe of it for all or part of the Years; and theſe are good Leaſes.

If Leſſee for Years make a Leaſe for Life, by this the Land will paſs for Life, if the Term of Years laſt ſo long; but if he give Livery of Seiſin upon it, as he muſt to make the Leaſe for Life good, this is a Forfeiture of the Eſtate for Years. *Plow.* 24. 1 *Co.* 44. 7 *Co.* 12.

Leaſes by Tenant in Tail.

Any Perſon whatſoever of full Age, that hath any Eſtate of Inheritance in Fee-Tail, in his own Right, of any Lands, Tenements, or Hereditaments, may without Fine or Recovery make Leaſes of ſuch Lands for Lives or Years, and ſuch Leaſes ſhall be good, ſo as the Conditions and Incidents following be therein obſerved. Stat. 32 *H.* 8. c. 28. *Co. Lit.* 44.

Such Leaſes muſt be by Deed indented, and not by Deed Poll, or by Parol.

They muſt be made to begin from the Time of Making thereof, or of ſome ſhort Time after, as *Michaelmas* next, *&c.* and not to commence any Number of Years after the Date. *Dyer* 246. 5 *Co.* 6.

If there be an old Leaſe in being of the Land, the ſame muſt be really and abſolutely ſurren-

dred or expired, and ended within a Year of the Time of the making of the new Leaſe. 5 Co. 2.

There muſt not be a double or concurrent Leaſe in being at one and the ſame Time. *Ibid.*

Theſe Leaſes muſt not exceed three Lives, or 21 Years, from the Time of making them: And if Tenant in Tail make a Leaſe for 99 Years, determinable upon three Lives, this hath been reſolved not to be a good Leaſe. 5 Co. 6. *Dyer* 246.

The Lands to be granted by theſe Leaſes, muſt be Lands, Tenements, or Hereditaments, manurable or corporeal, whereout a Rent by Law may be iſſuing and reſerv'd; and a Rent may not be reſerved out of an Advowſon, Fair, Market, Franchiſe, or the like: And if Tenant in Tail make a Leaſe for three Lives, or 21 Years, of a Portion of Tythes, rendring Rent, this Leaſe is void. 11 Co. 60.

They muſt be of ſuch Lands or Tenements which have been moſt commonly letten to Farm by Perſons ſeized of an Eſtate of Inheritance, and occupied by the Farmers thereof, by the Space of twenty Years next before the Leaſe made. 6 Co. 37. *Dyer* 271.

There muſt be reſerved upon ſuch Leaſes yearly to the Leſſor and his Heirs, ſo much yearly Rent or more, as hath been moſt accuſtomably paid for the Lands, within twenty Years next before ſuch Leaſe made: But Omiſſion of Heriots or Fines, upon the Deaths of the Farmors formerly accuſtomed, will not avoid the Leaſe.

Such Leaſes will not be without Impeachment of Waſte; and therefore, if Tenant in Tail make a Leaſe of his Land intailed without Impeachment of Waſte, this Leaſe is void: And if a Leaſe be made for Life, the Remainder for Life,

&c.

&c. this is not a good Leaſe; for in this Caſe, during the Remainder, the Tenant for Life cannot be puniſhed for Waſte done.

Such Leaſes muſt not be againſt any ſpecial Act of Parliament; and therefore, if a Woman that is Tenant in Tail of the Gift of her deceaſed Husband, or any of his Anceſtors, while ſhe is ſole, or after with another Husband, make any ſuch Leaſe warranted by this Statute; yet this Leaſe is void. Stat. 11 *H.* 7. 20. 3 *Co.* 51.

They muſt have all due Ceremonies and Circumſtances for the Perfection of them, as other ſuch like Leaſes have, as Livery of Seiſin and the like, where they are needful, and then only when Leaſes have theſe Conditions, are they ſaid to be within the Statute of 32 *H.* 8. and ſuch only as do bind the Tenant in Tail himſelf, and the Iſſue in Tail alſo: For otherwiſe, if it be not warranted by this Statute, altho' it will bind the Tenant in Tail himſelf that made it, yet it will not bind his Iſſue, but as to him it will be void, or at leaſt voidable.

Husband and Wife.

The Husband may, without Fine or Recovery, make a Leaſe of the Lands, Tenements, or Hereditaments, whereof he hath an Eſtate of Inheritance in Fee-Simple or Fee-Tail in Right of his Wife, or jointly with his Wife, made before or after the Coverture, ſo as in ſuch Leaſes be obſerved the Eleven Conditions or Limitations before required in the Leaſes made by Tenant in Tail, and ſo that the Wife do join in the ſame Deed, and be made Party thereunto, and do ſeal and deliver the ſame Deed her ſelf in Perſon, and not by Attorney: And when the Leaſe is ſuch a Leaſe as is warranted by the Statute, it doth bind the Husband and Wife both, and the Heirs of the Wife; and when it is not warranted by

by the Statute, it is a good Leaſe againſt the Huſband. 32 *H.* 8. *c.* 28. *Co. Lit.* 44.

If the Husband and Wife at the Common Law had joined in a Leaſe of her Land without rendring of Rent, this Leaſe had been void as againſt the Wife, and ſo is the Law. *Hill.* 26 *H.* 8. 21.

So if Husband ſeized of Land in Right of his Wife make a Leaſe for Years, rendring Rent, and dies, this Leaſe ſhall be void. 26 *H.* 2. 12 *Co.* 77.

If Husband and Wife make a Leaſe by Word, rendring Rent, this Leaſe ſhall be void as againſt the Wife. *Dyer* 91.

The Husband and Wife together may by Fine or Recovery make what Leaſes they will of her Land, or charge it for what Time they think fit; and ſuch Leaſes and Charges will be good againſt the Husband and Wife both, and their Heirs alſo; but if the Husband alone do levy any Fine of the Wife's Land, and thereby make any Eſtate whatſoever, this will not bind the Wife after the Husband's Death, but ſhe may avoid it.

Biſhops, &c.

Biſhops, with the Confirmation of Dean and Chapter, and other Spiritual Perſons, (except Parſons and Vicars) may make Leaſes of their Spiritual Livings for three Lives, or 21 Years, and ſuch Leaſes will be good againſt themſelves and Succeſſors; *Provided* they have the Effect of all the Qualities or Properties before mentioned and required by the Statute of 32 *H.* 8. in the Leaſe made by the Tenant in Tail.

But ſuch Perſons may not make Leaſes or Eſtates for any longer Time than for three Lives, or 21 Years; and if they do, altho' it be by Fine or Recovery; or if it be confirmed by the Dean and Chapter, *&c.* yet it is void againſt the Succeſſor.

And

And if a Parſon or Vicar make a Leaſe, it is not good but during the Parſon or Vicar's Reſidence, according to the Statute of 13 *El. c.* 20.

Biſhops, Deans, Parſons, and ſuch like Spiritual Perſons, cannot grant the next Advowſons of Churches, neither can they grant Rents out of their Spiritual Livings, but the ſame Charges will be void after their Death: But a Biſhop, or any ſuch Spiritual Perſon, may grant ancient Offices of Truſt, Neceſſity or Conveniency, as the Offices of Chancellor, Regiſter, Stewards or the like, with the ancient Fees incident thereunto for the Life or Lives of the Grantees, and ſuch Grants are good.

If a Leaſe be made by Dean and Chapter, or other Corporation aggregate not warranted by the Statute, it is good as againſt the Dean or other Head of the Corporation, ſo long as he doth continue in his Place: And if a Biſhop make any Leaſe or other Grant not warranted by the Statute of 1 *Eliz.* or a Dean and Chapter, Maſter and Fellows of a College, or the like, make Leaſes not warranted by the Statute of 13 *Eliz. c.* 10. theſe Leaſes are good againſt themſelves, tho' they are void againſt their Succeſſors. So if a private Act of Parliament doth entail Lands upon a Man, and appoint him what Eſtate he ſhall make, and that if he make any other Eſtates, they ſhall be void; in this Caſe they ſhall not be void as to the Tenant in Tail himſelf that doth make them. *Co. Lit.* 45, 329. 3 *Co.* 59. 5 *Co.* 5. 10 *Co.* 9. 11 *Co.* 73. 78.

Biſhop with Dean and Chapter may make two Leaſes for 21 Years, and be good, provided they do not commence at any Time to come, but preſent when made, as at firſt when a Man comes to be Biſhop, and again at the latter Part of his Life.

Lea-

Leaſes made by Colleges, uſually have reſerved upon them the third Part of the Rent in Corn.

If a Tenant in Tail make a Leaſe for Years warranted or not warranted by the Statute, and after die without Iſſue, this Leaſe is void as to him in Reverſion or Remainder: And if a Prebend, Parſon or Vicar, make a Leaſe for Years not warranted by the Statutes, this is void by the Death of the Leſſor, and the Succeſſor need not make any Entry or Claim to avoid it: So if a Tenant for Life make a Leaſe for Years, and after die, in this Caſe the Leaſe for Years is void. And therefore, in all theſe and ſuch like Caſes, no Acceptance of Rent after will affirm ſuch Leaſes.

But otherwiſe it is in caſe of Leaſes for Years made by Biſhops, altho' they be confirmed by Dean and Chapter: And of Leaſes made by Deans and Chapters, or Tenants in Tail as to their Succeſſors and Iſſues, when the Leaſes are not warranted by the Statutes; and otherwiſe it is alſo in caſe of Leaſes for Life made by theſe or any of the former Leſſors: For in all Caſes of Leaſes for Life, it muſt be avoided by Entry, &c. and therefore ſuch Leaſes are not void, but voidable, by the Succeſſors of Spiritual Perſons, by the Statute Law; and by the Iſſues of the Tenants in Tail after their Death, by the Common Law: And in theſe and ſuch-like Caſes, the Acceptance of the Rent by the Iſſue or Succeſſor, will make good the Leaſe, at leaſt for their Time. *Co. Lit.* 45. 3 *Co.* 59, 65. 7 *Co.* 8.

If a Leaſe be made for Years on Condition, That upon ſuch a Contingent it ſhall be void: In this Caſe, ſo ſoon as the Thing doth happen, the Leaſe is void *ipſo facto*, without any Re-entry, &c. But if a Leaſe for Life be made on ſuch Condi-

tion,

tion, in this Case the Lessor must enter, &c. before the Lease will be void. 3 Co. 65.

One may make a Lease by a special Power given by an Act of Parliament, or by a *Proviso* in a Conveyance of Uses: And a Mortgagor and Mortgagee together of Land may make any Lease of it.

If a Man lets his Rectory, excepting the Glebe the Exception is void, for no Rectory may be without Glebe; but he may except part of the Glebe, and good. *Winch*, p. 23.

If a Bishop make a Lease for Years of Tythes only, reserving Rent, such Lease shall bind the Successor, but not if he make such a Lease for Life; because in a Lease for Years, the Successor had Remedy for the Rent reserved by Action of Debt, but he had no Remedy upon such a Lease for Life: And if such Successor shall have such Remedy on a Lease for Years, then it goes with the Reversion. 2 *Sand.* 304.

Tythes do not pass by Demise alone without Deed, but by Demise of the Rectory without Deed they will pass; so by Feoffment of a Manor without Deed the Services will pass, but the Services alone will not pass without Deed. By way of Contract, a Demise may be of Tythes without Deed, but in Pleading it ought to be set forth there was a Deed: 10 Co. 92. *per Doderidge*. And the Parson may demise the Tythes to the Owner of the Land without Deed, but he cannot grant them to a Stranger without Deed, *Godb.* 374.

And *note*, A Parson may not make a Lease of his Tythes for more than 3 Years.

Condition to perform Covenants in a Lease. The Defendant pleads Conditions performed. The Plaintiff assigns a Breach for Non-payment of Rent:

Rent: The Defendant pleads to this a Releaſe of all Demands. *Per Cur.* This Rent is not releaſed by all Demands. *Sid.* 141. *Hen & Hanſe.*

Leſſee covenants to pay his Rent to the Leſſor, and he pays it before the Day, the ſame is not any Performance of the Covenant: *Aliter* of a Sum in Groſs. 1 *Leon.* 136.

The Plaintiff aſſigns a Breach for Non-payment of Rent, but ſhews no Demand at the Day. The Defendant demurs, and adjudged for the Plaintiff; for when the Defendant pleads Performance of all the Payments, Covenants, and Agreements, it ſhall be intended he had really performed them, and ſo had paid all the Rents; and when the Plaintiff replies he had not paid ſuch a Rent, he need not alledge a Demand: For the Defendant may not ſay it was not demanded, for that would be a Departure. *Cro. Car.* 76.

A Leaſe to Two for Years upon Condition, That they nor either of them ſhall alien any Part of the Land without Aſſent of the Leſſor; they make Partition, and one aliens his Part, this is a Forfeiture of the Whole. *Cro. Eliz.* 163.

And if a Condition be, That a Man ſhall not alien the Lands, nor any Part of it, without the Aſſent of the Leſſor; and after he aliens Part with the Aſſent of the Leſſor, he may alien the Reſidue without the Aſſent of the Leſſor; for a Condition may not be divided by the Act of the Party. 4 *Rep.* 119.

In all Leaſes there muſt firſt be a Poſſeſſion, before a Man is capable to grant a Leaſe: And Leaſes may be made for Days, Weeks, Months, Quar-

Quarters, Years, until such a Term be expired, and be good; and for Life, it will also be good this Way with Livery of Seisin. *Plow.* 272, 422. *Bro. Leases* 49. *Dier* 24.

And a Tenant enjoying an Estate during his own Life, and the Reversion is in the Lord, or granted to another Person: The Possessioner may lease out the Estate during his Life, and limit the Rent to be paid Quarterly, Monthly, or Weekly, to have the Benefit of all the rest to his Death; otherwise the Reversioner will recover the Rent for all the Time, as does not amount to the Limitation of Payment of the Rent after the Death of Tenant for Life.

If I say to *A. B.* being in my House, *Here A. B. I demise to you my House and Land so long as I live*: This is a good Lease for Life to him, if Livery of Seisin be made. *Co.* 6. 26.

If a Lease for Years be made to a Man and his Heirs, after his Death the Executors shall enjoy during the Remainder of the Term, and not the Heirs: So if a Freehold be granted to a Man and his Executors, his Heirs shall nevertheless enjoy the Lands after his Death. *Co.* 2. 24. 10. 87.

Lease must be of a Term certain, as hath been before observed, otherwise it is void, unless the Grant be of all a Man's Right, Title, Interest, Term of Years, *&c.* and then it will pass for his Term by way of Assignment.

If two Leases are made at one Time to two Persons, one for 10 Years, and the other for 20 Years; the first Lessee shall enjoy the 10 Years, and the second only 10 after the first Term is expired, which makes up his 20 Years; and the first Lessee must attorn to the second to make good his Reversion, otherwise he cannot recover the Rents

reserved on the first Lease. *Plow.* 433, 421, 273. *Co.* 1. 155. *Bro. Leases* 73, 110, *&c.*

No former Lease is an Impediment by Defect or otherwise, to avoid a Lease in Reversion after the End of such former Lease, for the latter Lease may be good, tho' the former be void.

A Woman Tenant in Tail by the Gift of her Husband deceased, or any of his Ancestors, may not, either sole or married with a second Husband, make any Lease according to the Statute as other Tenants in Tail may. Stat. 11 H. 7. 20. *Co.* 3. 51.

A Tenant in Tail may make a Lease for a Hundred Years, without reserving any Rent, and will be good during his Time, but his Issue in Tail may avoid it: And if Rent be reserved, tho' never so little, and his Issue after his Death accept of the Rent, by this Means the Lease is affirmed and become good; but not to those in Remainder over, or in case of reverting to the Donor. *Plow.* 435, 436.

But Acceptance of Rent after a Lease is made void by Entry, *&c.* will not make the Lease good, altho' if it be not first made void, it will.

If Tenant in Fee-Simple take a Wife, and then make a Lease for Years and dieth, and the Wife is endowed, she shall avoid the Lease for her Estate, but after her Death the Lease will be in Force again. *Co. super Lit.* 46, 7, 8.

A Common Recovery is suffered after Tenant in Tail has made a Lease for Life or Years; tho' before the Recovery it was voidable, by that the Lease is affirmed and made good during the Term, as well against the Issues and Heirs in Tail, as against him in Reversion or Remainder. *Co.* 1. *Cooke's* Case. *Dyer* 373. *Co.* 1. 48, 76.

It is the same in case of Lands charged, and after

after a Fine is levied, the Charge will be good againſt the Iſſue.

Leſſee for Life cannot leaſe his Lands for Years, and if he does, acceptance of him in Rent will not confirm it, or make it good, it being void by Death.

If Condition be in a Leaſe for Life, that it ſhall be void, yet Acceptance of the Rent afterwards makes it good again, becauſe the Freehold created by Livery cannot be determined without Entry: *Sed contra* in Leaſes for Years.

Acquittance for Rent at the laſt Quarter-day, diſcharges all Arrears before that Time.

Leſſor is intitled to all Trees blown down by Wind, and not Tenant for Life or Years; for they are Part of the Inheritance.

If a Tenant has a Right to ſow Corn, there in many Caſes the Law implies he has a Right to reap it. As for Example:

If a Woman, who holds Lands *durante Viduitate ſua*, leaſe the ſame Lands to another, and the Leſſee ſows the Land, and then the Woman takes Husband which determines the Eſtate, yet notwithſtanding the Leſſee ſhall have the Corn. So if Tenant for Life leaſe for Years, and the Leſſee ſows the Lands, then Tenant for Life commits a Forfeiture, ſo that his Leſſor enters, yet the Leſſee of Tenant for Life ſhall have the Corn. But if Tenant for Life ſow the Land, and then commits a Forfeiture, and the Leſſor enters, here he ſhall have the Corn, and not Tenant for Life, becauſe the Determination of his Eſtate grew by his own Act. *Goldeb. Rep.* 1, 189.

If the Leſſee ſow the Land, and then ſurrender his Term, the Leſſor, or he to whom the Surrender is made, ſhall have the Corn. So if a Man enter for Condition broken, he ſhall have the Corn,

Corn, and not he that ſowed the Corn, for his Entry over-reacheth the Eſtate of the other. *Ibid.*

Every Tenant that hath an Eſtate incertain, ſhall have the Corn ſown by him, tho' he be ouſted before it be ripe. *Co. ſuper Lit. f.* 55. *b.* 7 *Aſſ.* 19.

But if the Leſſee for a certain Number of Years ſow the Land with Corn, *&c.* and before it be ripe the Term expires, the Leſſor ſhall have the Corn.

And if Tenant for Life ſow the Ground, and die before the Corn be ripe, his Executors ſhall have it, and Graſs if it be cut, but not Meadow unmown, for that is Part of the Inheritance before it be ſevered. 10 E. 3. 29. *Co. ſuper Lit. f.* 55. *b.*

If a Man leaſe Lands, and die before one of the Rent-days, the Heir ſhall have the Rent due at the next Rent-day after his Death; but if there were any Rent arrear at the Rent-day before the Leſſor's Death, then the Executors or Adminiſtrators ſhall have that, and may either diſtrain, or have an Action of Debt for it.

A Man may not diſtrain for Rent after the Leaſe is ended, nor out of his Fee, except in ſome ſpecial Caſes; nor in the Night, unleſs it be for Damage Feaſant. 10 E. 3. *Avowry* 137. 11 *H.* 7. 5. *Co. ſuper Lit. f.* 47. *b.* 142. *a.*

If a Lord come to diſtrain, and ſee the Cattel within his Fee, and the Tenant or ſome other Perſon, to prevent the Lord to diſtrain, drives the Cattel out of the Fee of the Lord into the Highway, or into another's Ground, yet may the Lord freſhly follow and diſtrain the Cattel, tho' it be in the Highway, and the Tenant cannot make Reſcous: But if the Lord had not the View of the Cattel, it is otherwiſe. *Co. ſuper Lit. f.* 161. *a.* *Co.* 2 *Inſt. f.* 131, *&c.*

Beasts of the Plow, or the Utensils of a Man's Trade, cannot be distrained, if other Beasts or Goods may be found; nor Things fixed to a Freehold.

He whose Goods are unlawfully distrained, may rescue them before they are impounded, and not after, for then they are in Custody of Law.

A Tenant may cut Timber enough for Repairs only, and be no Waste; but if he sells Timber, it is Waste: And Tenant may take by Law, Plowbote, Housebote, Haybote, and Firebote.

For Distress of Tenants, and Waste in Tenants for Lives and Years, &c. see more in my *Compleat Court-Keeper*, p. 231, 232, 233, &c. p. 222, 223, &c. *Landlord and Tenant*, p. 203, &c.

If I let Lands in which are Mines or Trees, I cannot enter and take the Trees or Profits of the Mines, but am thereby a Trespasser, unless I reserve such a Privilege to my self when I let the Lands. 9 *E.* 4. *f.* 37.

If a Lessee for Years do lose his Lease, yet he shall not lose his Term in the Lands, if he can prove any way that there was such a Term let to him by Indenture, and that it is not determined. And so it is of any other Estate in Land, if the Deed that created the Estate be lost, if it can be sufficiently proved that there was such a Deed made, and that such an Estate was conveyed by Deed. *Pasch.* 1650. *in B. R. Pr. Reg.* p. 198.

Rent generally reserved by Tenant in Fee, goes to him and his Heirs by Implication of Law, as incident to the Reversion; but if it be reserved to him and his Assigns, it determines by his Death.

In case of Partitions of Lands made between Parceners, the eldest shall choose first, but it descends not to her Issue, for if she die, the next

Parceners, Jointenants, &c.

next eldest shall choose first: But if they have an Advowson, the Law gives the first Presentation to the eldest, if they can't agree; and this Privilege goes to her Issue, Assignee or Tenant by Courtesy. *Co. sup. Lit.*

And Partition may be express Compulsory, as by Writ *de partitione faciendâ*.

A Rent granted to Parceners for Equality of Partition, or reserved by them, on a Feoffment made by them on the Land, which they had in Parcenary, shall descend, *&c.* in course of Parcener, though it were granted or reserved in joint Words.

A Partition made of Lands in Fee by Parceners of full Age, binds them for ever, whether it be equal or unequal; so does an equal Partition of Lands in Tail; but if it be unequal it concludes them only during their Lives, and the Issue of her that has the lesser Part may after her Death disagree and enter, and occupy in common the Part alloted to her Aunt.

A Partition made by one of *Non sane* Memory, binds her self, but not her Issue, unless it be equal. *Co. Lit.* 166.

If one Joint-tenant dies, his whole Interest shall survive to the others; but the Estate of a Parcener or Tenant in Common shall descend, to their Issue, *&c.* And a naked Trust or Authority can't survive, but a Trust coupled with an Interest shall survive together with it. *Co. sup. Lit.* Part 1.

Joint Interests in Chattels, Goods, Debts, Covenants and Contracts, shall go to the Survivor; but if two Merchants trade with a Joint Stock, and one of them die, his Share shall go to his Executors.

If a Lease be made to two, and to the Heirs

of one of them, they are Joint-tenants for Life, and one has a Freehold the other a Fee.

If one Joint-tenant grant a Rent or Common, or a Way over his Land, or the like, and die, the Survivor shall hold the Land discharged: But if a Joint-tenant make a Lease for Years in *Presenti* or *Futuro* of the Land, or the Herbage, and die, it can't be avoided by the Survivor, because the Lessee has an Interest in the Land it self vested in him, and a Right to enjoy the Possession thereof by Force of the Lease.

If one Joint-tenant make a Lease for his own Life, and die, there shall be no Survivor, though the Lease that severed the Joint-tenure be determined by his Death.

A Devise of Land whereof the Devisor is jointly seized or possessed, is void, for the Title of the Survivor is Paramount to that of the Devisee.

Any Grant or Lease made against Law, is good against the Person that makes it, but his Issues may avoid it by Entry, *&c.*

Of Assignments, Annuities.

ASsignment is the appointing or setting over of a Right unto another.

And there is an Assignee in Deed, and an Assignee in Law; he in Deed is such an one as to whom a Lease, Estate, or Interest is assigned.

He in Law, is such whom the Law so maketh without any Appointment; as an Executor is an Assignee in Law. *Dier, f.* 6. *n.* 5.

The Difference between Assignee and Deputee is said to be; for that the Assignee occupieth in his own Right, and the Deputee in the Right of another. *Perkins.*

If the Lessee for Years assign over his Term,

and die, his Executors ſhall not be charged for Rent due after his Death. *Noy's Max.* 71.

And if the Executors or Adminiſtrators of a Leſſee for Years aſſign over their Intereſts, an Action of Debt ſhall not lie againſt them for Rent; yet it ſeemeth, that the Leſſor muſt have Notice of the Aſſignment, and conſent to it. *Noy* 71. *Moor Rep. Marrow* and *Turpin's* Caſe; and 3 *Co. Walker's* Caſe.

If a Leſſee for Years aſſign over his Term, the Leſſor may charge which of them he will; but if he accept the Rent from the Aſſignee (knowing of the Aſſignment) he hath determined his Election, and cannot afterwards bring an Action of Debt againſt the Leſſee, for Rent due after the Aſſignment. *Co.* 3 *Rep. fo.* 24. *Bulſtr.* 2. *Part* 151. *Horn, pag.* 110.

If the Leſſor grant away the Reverſion after the Aſſignment of the Leſſee; in this Caſe the Grantee cannot have an Action againſt the Leſſee for the Rent, becauſe there is no Privity between them, but he is left to his Remedy againſt the Aſſignee. *Popham Rep.* 55. *Brownlow*, 1 *Part pag.* 56.

An Aſſignee of Lands, if he be not named in the Condition, yet he may pay the Money to ſave his Land. *Noy's Max. p.* 72.

But he ſhall receive no Money, if he be not named: and the Tender ſhall be to the Executor of the Feoffees. *Ibid.*

Aſſignee ſhall always be intended; he that hath the whole Eſtate of the Aſſignor, that is aſſignable; and if there be an Aſſignee in Deed, an Aſſignee in Law will not be allowed. *Noy, ib.*

Leſſee covenants to pay 10 *l.* yearly to *A.* and to repair the Houſes: He aſſigns his Term to *B.* Covenant was brought againſt the Aſſignee, becauſe

his

cause he did not pay the Rent. *Per Cur'* the Assignee is not chargeable with this Covenant to pay a Collateral Sum; and it is a meer Collateral Covenant. *Cr. Jac.* 438. *Maybo* and *Rucburst*.

Annuity. Annuity is a Deed whereby a yearly Payment of a Sum of Money, or other Thing, is granted to another in Fee, for Life or Years, charging the Person of the Grantor only, and his Heirs that have Assets by Descent, where no Lands are tyed for its Payment.

And for such an Annuity no Distress can be taken, nor is it ever taken for Assets, because it is no Freehold in Law, nor shall be put in Execution upon a Statute, Merchant, Staple, or *Elegit*, as Rent may. *Dyer* 65. &c. *Co. Lit.* 144.

A Grant of an Annuity for Term of Years is good; but the Grantee may not have an Action of Debt for the Arrearages during the Term. 1 *Cro. p.* 3.

And it's said, If one grant an Annuity to a Man, and his Heirs to be paid yearly at two usual Feasts for 30 Years, to begin after the Death of the Grantor: This is a good Grant and will charge the Heir, although at first it commence upon him; for it is for him and his Heirs. *Hetley* 137, 138.

Of Exchanges.

A Deed of Exchange is a mutual Grant of equal Interest, the one in Exchange for the other, where one Man is seized or possessed of Land in Fee-Simple, Fee-Tail, for Life or for Years; or is possessed of Goods, and another Man is seized or possessed of other Lands, or possessed of other Goods in the like Manner, and they do exchange their Lands or Goods the one for the other.

And in this there is a double Grant, each granting that which is his, to the other. *Co. Lit.* 50 r. *Finch* 17. *Perk. Sect.* 253.

In Exchange both the Eſtates muſt be equal: There muſt be two Grants, and each Grant muſt mention the Word *Exchange*; or elſe it works only as a Grant, and then if it be for Life muſt have Livery and Seiſin.

The Effect of an Exchange is, That it doth give the Intereſt, and alter the Property of the Thing exchanged to either Party, according to the Agreement.

By the Law in every Exchange, is implied a Condition of Re-entry and a Warranty, Voucher and Recompence of the other Land that was given in Exchange, and an Exchangor may re-enter upon an Aſſignee; that is, a Condition to give a Re-entry upon all the Land given in Exchange, if he put out of all or part of the Land taken in Exchange, and a Warranty to enable him to vouch, and to recover over in Value ſo much of his own Land again given in Exchange, if he be ſued for it.

As if an Exchange be of 3 Acres for 3 Acres, and after, one of the Parties is put out of one of the Acres by the Entry of a Stranger; in this Caſe he may enter upon the whole three Acres he had given in Exchange, and ſo avoid the whole Exchange, if he will. 4 *Co.* 121. *Bro. Exchange, &c.*

An Exchange may be made by Word without any Writing, or by Deed in Writing. But if all, or part of the Things, whereof the Exchange is made do lye in ſeveral Counties; or if all or Part be ſuch as lie in Grant, and not in Livery, though it be in the ſame County; in this Caſe it muſt be made by Deed indented in Writing. But where the Exchange is of Lands lying in the ſame

County

County, though it be of an Estate of Freehold, or Inheritance, yet it may be made by Word of Mouth without Writing. And so it may be, when the Things exchanged do lye in divers Countries, when the Exchange is made only for a Term of Years. *Co. Lit.* 51, 52. 9 *Co.* 15. *Perk. Sect.* 244, 247, 248, *&c.*

Though an Exchange must be of equal Interest, yet it is not necessary, That either Party to the Exchange, come to the Thing given to him in the Exchange, by the same Means and Manner of Assurance: For if a Lessee for Life of one Acre, give another Acre to his Lessor in Tail in Exchange for a Lease from him of that Acre, *To have and to hold* in Tail in like Manner; this is a good Exchange. *Perk. Sect.* 229, 263, 267.

An Exchange made between an Infant, and another is not void, but voidable only; for the Infant at his full Age may affirm, or avoid it at his Election.

An Exchange made between a Man *non sane memoris*, and another is not void, but voidable, for it is good against him; but his Heir may avoid or affirm it at his Election. *Perk. Sect.* 279, *Bro. Exch.* 9.

An Exchange made between a Tenant in Tail, and another is not void, but voidable, for it is good against himself during his Life; and his Issue at his full Age may affirm or avoid it at his Election.

A Man that doth hold Land in Fee-Simple, Fee-Tail, or for Life in the Right of his Wife may exchange this Land, and the Exchange will be good, as long as he and his Wife live; he with his Wife may exchange it for a longer Time, and the Exchange is good against him, but his Wife after his Death may either affirm or avoid it. *Perk.*

One Parſon or Vicar may exchange his Church or Benefice with another, and this Exchange is good. *Perk. Sect.* 288.

Leſſor and Leſſee may join together and Exchange the Land leaſed for other Land, and this is good, for it ſhall be ſaid to be the Surrender of the Leſſee to the Leſſor, and the Exchange of the Leſſor. *Perk. Sect.* 279.

Jointenants for Life, the Fee to one of them, may exchange their Land with a Stranger for other Land, *To hold* in the ſame Nature, and the Exchange is good; but Jointenants, Tenants in Common, and Coparceners, cannot Exchange the Land they ſo hold one with another, before they have made Partition. *Perk. Sect.* 277, 281.

An Exchange may be made to take Effect *in Futuro*, as well as *in Preſenti*; for if an Exchange be made between me and *A. B.* that after the Feaſt of, *&c. A. B.* ſhall have my Manor of *D.* in Exchange for his Manor of *S.* this is a good Exchange. *Perk. Sect.* 265.

If an Exchange be made in Writing of Land, and it doth limit and expreſs no Eſtate that either Party ſhall have in the Thing exchanged, yet this is a good Exchange for Life; but if an Eſtate for Life be limited expreſly to one, and no expreſs Eſtate is limited to the other, this is not a good Exchange. *Perk. Sect.* 275.

If an Infant exchange Lands, and after at his full Age occupy the Lands taken in Exchange for his own Lands, hereby the Exchange is made good: So if Tenant in Tail exchange his entailed Lands with another, and after his Death the Iſſue occupy the Lands taken in Exchange by his Anceſtors, hereby the Exchange is made good for the Life of the Iſſue in Tail.

In Exchanges, the Things exchanged need not be *in eſſe* at the Time of the Exchange made; for a

a Man may grant a Rent *de novo*, out of his Land in Exchange for a Manor: And there needs no Transmutation of Poſſeſſion, for a Releaſe for Rent, or Right in Land, for Land is good. The Things exchanged need not be of one Nature, nor of equal Value (though the Eſtates muſt be equal) ſo as they concern Lands or Tenements, for Lands may be exchanged for Rent, Common, or any other Inheritance which doth concern Lands or Tenements, or Spiritual Things for Temporal. But Annuities and ſuch like Things, which charge the Perſon only, and not the Lands, or Goods and Chattels cannot be exchanged for Land. *Co. Lit.* 50. *Perk. Sect.* 265.

In Exchange, the Eſtates mutually given in Exchange muſt be equal in Quantity, as has been before obſerved; for if a Fee-Simple be exchanged for a Fee-Tail, or a Tail general for a Tail ſpecial, *&c.* the Exchange is void.

And in all Exchanges there muſt be Execution by Entry, in the Life of the Parties; and therefore if one of them dieth before the Exchange be executed by Entry, the Exchange is void; for the Heir cannot enter and take it as a Purchaſer, becauſe he was named only to take by Way of Limitation of Eſtate in Courſe of Deſcent. *Co. Lit. f.* 50. *b.* 51. *b. Perk. Sect.* 284, 285.

Of Surrenders.

A Surrender is the yielding or delivering up of Lands or Tenements, and the Eſtate a Man hath therein unto another that hath a higher or greater Eſtate in the ſame. The Effect of it is to paſs the Eſtate of the Surrender to the Surrendree, and that thereupon the Eſtate of the Surrendror may be drowned and extinct in the Eſtate of the Surrendree.

And

And to the making every good Surrender, these Things are required.

That the Surrendror and Surrendree be Persons capable to grant and receive the Surrender: That the Surrendror have an Estate in Possession of the Thing surrendred at the Time of the Surrender made, and not a bare Right only.

That the Surrender be to him that hath the next immediate Estate in Remainder or Reversion; and that there be no intervening Estate coming between: That there be a Privity of Estate between the Surrendror and Surrendree.

That the Surrendree have a higher and greater Estate in the Thing surrendred, than the Surrendror hath, so that the Estate of the Surrendror may be drown'd therein: That he have the Estate in his own Right, and not in the Right of his Wife, &c. And that he be sole seized of his Estate in Remainder or Reversion, and not in Join-tenancy.

There are properly two Sorts of Surrenders, *viz.* Express and Implied, or a Surrender in Deed, and a Surrender in Law.

Express or in Deed, is such a one as I have already mentioned; and a Surrender in Law or implied, is that which is wrought by Consequent and Operation of Law. *Co. Lit.* 337.

As if Lessee for Life or Years take a new Lease of him in Reversion of the same Thing in particular contained in the former Lease, this is said a Surrender in Law of the first Lease; and this Rule is said to hold good, although the second Lease be for a less Time than the first. *Dier* 28. *Plowd.* 194. 10 *Co.* 67. 5 *Co.* 11.

And if the Lessee take of the Lessor a new Lease upon Condition, the Surrender in Law is absolute; and although the Condition be broken, yet the first Lease is gone. But if the Lessee surrender or grant his Estate to the Lessor upon Condition,

dition, this Condition, if it be broken, may revest the Estate. *Co. Lit.* 218,

Such Persons as may be Grantees may be Surrendrees, and therefore a Surrender made to an Infant is good; and if the Husband have a Lease or Estate for Years in Right of his Wife, he alone, or he and his Wife together may surrender. One Executor may surrender an Estate or Lease for Years, which the Executors have in Right of the Testator. A Lessee for Life or Years may surrender to him that is next in Remainder in Fee-Simple, or Fee-Tail, or to him in Reversion in Fee; But one Joint-tenant cannot surrender to another Joint-tenant, although he be Tenant for Life, which doth make, and he Tenant in Fee-Simple that doth take, the Surrender; but in Case of three Joint-tenants one may release to another, and he surrender to the third, and be good for the third Part first released. 10 *Co.* 67.

If Lessee for Years after his Term is begun, and before his Entry, when no Body doth keep him from the Profits, do surrender his Estate, it seems to be a good Surrender; but otherwise, if another enter before him and keep him out. *Perk. Sect.* 584, 586, *&c.* 601, 600, 612, *&c.* 6 *Co.* 69. *Co. Lit.* 338. *&c.*

Though it is said, that the Effect of a Surrender is, That the Estate of the Surrendror be drown'd, and extinct in the Estate of the Surrendree; yet it is not always so, but that to some Purpose it may notwithstanding have Continuance; as if Tenant for Life grant a Rent-charge, and after doth surrender his Land, the Rent-charge shall continue notwithstanding the Surrender.

So if Lessee for Life make a Lease for Years rendring Rent, and after surrender his Estate, though the Primitive Estate for Life be yielded up, yet the Derivative Estate for Years shall continue. And

And if Leſſee for Life or Years break a Covenant with his Leſſor, and after ſurrender his Eſtate to him, his Breach of Covenant is not ſalved by ſuch Surrender, for the Leſſor may have an Action of Covenant notwithſtanding.

But if one make a Leaſe for Years rendring Rent, and the Leſſee ſurrender his Eſtate to the Leſſor, hereby the Rent is extinct.

A Surrender may not be made of Eſtates in Fee-Simple, or Fee-Tail, nor of Rights or Titles only of Eſtates for Life or Years, neither may it be of Part of an Eſtate for Life or Years: As if a Man have a Leaſe for ten Years, he cannot ſurrender the laſt ſeven, and keep to himſelf the firſt three Years.

If the Leſſee for Life or Years of Land ſay, that his Will is, That his Leſſor ſhall enter into the Land which he holdeth of him; and ſhall have the ſame again, if the Leſſor agreeth thereunto, and by Force thereof entreth, this is a good Surrender. *Perk. Sect.* 608.

And if the Leſſee cometh and ſaith unto his Leſſor, that he will occupy the Lands no longer, and the Leſſor by Force thereof doth enter, this is a good Surrender; for the Agreement and Entry hath confirmed it, and ſo of the like. *Perk.* 109. *Hern's* Law of Conv. *p.* 76.

One that hath a Rent in Fee, for Life, or Years, iſſuing out of another Man's Manor, or other Lands may ſurrender it; but one that is Tenant in Tail of a Rent, cannot ſurrender it. *Perk. Sect.* 585.

If a Woman being Tenant in Dower, taketh a Husband, who ſurrendreth the Land which he holdeth for her Life, and in her Right; after his Death ſhe may enter, though ſhe had join'd in the Surrender; and notwithſtanding that he to whom

whom the Surrender was made, died ſeized of the Land in Fee, and his Heir be in by Deſcent. *Perk. Sect.* 112.

A Surrender to one Jointenant ſhall be conſtrued to enure to them all: But if Tenant for Life or Years grants his Eſtate to one of the Jointenants in Reverſion; this ſhall not enure as a Surrender to them all, but as a Grant to him alone. *Co. Lit.* 192. *Bro. Surr.* 54. *Perk. Sect.* 615.

The actual Entry of the Surrendree into the Lands is not neceſſary; and to the paſſing of an Eſtate for Life by Surrender, there needs no Livery of Seiſin.

When a Deed is intended for a Surrender, and it cannot ſo enure, yet it ſhall work to other Purpoſes, according to the Matter of it: There may be Covenants in this Deed, but the Surrender is good without any Covenants at all.

A Surrender cannot be of one Term to another, becauſe one Term cannot drown in another.

Though an Uſe cannot ariſe upon a Surrender, becauſe a Surrender enures by Way of Extinguiſhment; yet when a Surrender is made to enable a Settlement, the Uſes ſhall ariſe to the Surrendree out of this Settlement. *Pal.* 359.

A Leaſe of an Eſtate for Life or Years of all a Man's Eſtate to him in Reverſion, will paſs by Way of Surrender; but if it be only for a Part of the Term it will paſs only as a Grant, by Reaſon there's ſtill a Right in the Leſſor.

A Surrender ought to give a preſent Poſſeſſion of the Thing ſurrendred unto him, that hath ſuch an Eſtate, where it may be drowned. *Noy, c.* 36. *p.* 74.

Tenant for Term of Life ſurrenders to him in Reverſion *extra terram*, to which the Reverſioner agrees, the Freehold by this is immediate-

ly in him, and is Tenant to a *Precipe quod reddat* without Entry, but he shall not have an Action of Trespass without an Entry. 31 *H.* 8. *Br. Surr.* 50.

If Lessee for Life doth accept of a Lease for Years, it shall be a Surrender of his Estate: And if Tenant for twenty Years accepts a Lease of the Land for one Year to commence immediately, this is a Surrender of his Lease for twenty Years; for otherwise the Lessor is not able to make a Lease for one Year, if the twenty Years continue. *Aleyn's Rep. f.* 59. *Bernard verf. Bonner. Anderson* 2 *Part, n.* 38. *f.* 52.

By Agreement of the Parties, a Surrender may be made upon a Condition precedent or subsequent, as if it be with Reservation of Rent, and that if it be not paid it shall be void, *&c.*

Lessee for Years accepts a Lease *in Futuro*; this is a perfect Surrender of the former Lease, and the Lessor may enter presently. *Cro. Eliz.* 522. *Ive verf. Sams, &c.*

Lessee for 21 Years took a Lease of the same Lands for 40 Years, to begin immediately after the Death of *A. B.* It was holden in this Case, that the same was not any present Surrender of the first Term; but if *A. B.* die within the Term then it is a Surrender, for it may be that *A. B.* shall survive the first Term. *Leonard's Rep.* 4 *Part, n.* 83.

A Surrender in Law is in some Cases of a greater Force than a Surrender in Deed; as if a Man make a Lease for Years to begin at *Michaelmas* next, this future Interest cannot be surrendred, because there is no Reversion wherein it may drown; but by a Surrender in Law it may be drown'd; as if the Lessee before *Michaelmas* take a new Lease for Years, either to begin presently,

finely, or as *Michaelmas*, this is a Surrender in Law of the former Leaſe. *Co. Lit. f.* 338. *a. Perk. Sect.* 601. Tit. *Surrenders.*

Of Revocations, and new Declarations.

THIS Deed is made purſuant to ſome Reſerve, contained in a former Deed or Conveyance, which gives Power to call back ſomething granted, and by a new Declaration to create a new Eſtate thereof, which ſhall ſettle accordingly.

Proof that there was a Revocation, is ſufficient for the Heir, without producing the Deed it ſelf, which was taken away by the Defendant himſelf. 1 *Keb.* 12.

If there be a *Proviſo* in a Deed, That the Anceſtor by his own proper Hand Writing, to be written and endorſed on the Indenture, ſhall revoke; the Revocation may nevertheleſs be by any other Writing, as well as Indorſement. 1 *Keb.* 134.

If a Man make a Feoffment in Fee, or levy a Fine, *&c.* of Lands, this doth extinguiſh the Power of Revocation; for that doth amount to a Revocation in Law.

Uſes and Powers in Contingency and Poſſibility may be, by mutual Aſſent of the Parties, revoked and determined; for as they may be raiſed by Indenture, ſo by *Proviſo* or Limitation annexed to them in the ſame Indentures they may be extinguiſhed and deſtroyed, either before or after their Eſſence. *Co.* 10. *f.* 68. *a.*

There is a Diverſity between a Condition that is compulſory, and a Power of Revocation which is voluntary; for a Man that hath Power of Revocation in Part, as by levying a Fine of Part,

or

or making of a Feoffment of a Part, yet the Power ſhall remain for the Reſidue, becauſe it is in Nature of a Limitation, and not of a Condition, and ſo it was reſolved in the Earl of *Shrewsbury*'s Caſe in the Court of Wards. *Paſch.* 39 *Eliz.* and *Mich.* 40 & 41 *Eliz.* But if you deſtroy a Condition in Part, it is deſtroyed in the Whole, for a Condition cannot be apportioned.

If a Feoffment be made by *A.* to divers Uſes, with *Proviſo*, That if *B.* ſhall revoke, that the Uſes ſhall ceaſe; then *B.* may not releaſe this Power, and a Fine levied, and a Feoffment by him ſhall not extinguiſh it, for the Power of *B.* is merely collateral, and the Land doth not move from him, nor the Party ſhall not be by him, nor under him: But a Fine, Feoffment or Recovery by *A.* if the Power had been reſerved to him, ſhall extinguiſh it. 1 *pt. Digg's* Caſe, *f.* 173.

A Man ſeized of Lands in Fee, having Iſſue divers Sons, by Deed indented, covenanted in Conſideration of Fatherly Love, for Advancement of his Family, or any other good Conſideration, to ſtand ſeized of Lands to the Uſe of himſelf for Life, and after to the Uſe of his eldeſt Son in Tail, and for Default of ſuch Iſſue to the Iſſue of the ſecond Son in Tail, with divers Remainders over; with *Proviſo*, That it ſhall be lawful for the Covenantor, at any Time during his Life, to revoke any of the ſaid Uſes, *&c.* This *Proviſo* being coupled with a Uſe, is allowed to be good, and not repugnant to the former Eſtates; but in caſe of a Feoffment or other Conveyance, whereby the Feoffee or Grantee, *&c.* is in by the Common Law, ſuch a *Proviſo* were merely repugnant and void.

Of

Of *Mortgages.*

A Mortgage, in the Common Law, ſignifyeth a Pawn of Lands or Tenements, or any Thing moveable, laid or bound for Money borrowed, peremptorily to be the Creditors for ever, if the Money be not paid at the Day agreed upon.

Glanvill ſaith, It is called *Mortgage* or *Deadgage*, becauſe whatſoever Profit it yieldeth, yet it redeemeth not it ſelf by yielding ſuch Profit, unleſs the whole Sum borrowed be likewiſe paid at the Day. *Weſt. Symb. part* 2. *ſect.* 145.

Mortgages are made ſeveral Ways; as, by Leaſe for a long Term of Years, Feoffments by Leaſe and Releaſe, Aſſignments, *&c.* In which Deed there is contained a *Proviſo* or Condition, That if the Money be paid at the Day, the Deed to ceaſe and be void.

And until Failure is made, the Mortgagor holds the Lands; but if Failure be made, and the Mortgagee enter into the Land, yet the Mortgagor has an Equity of Redemption, and may call the Mortgagee to an Account for his Receipt of the Profits.

Alſo the Mortgagee, if he be minded to bar the Equity of Redemption, may call the Mortgagor to an Account, either to pay what is due, or to be foreclоſed of his Equity of Redemption, which the Court of *Chancery* will order in ſome convenient Time.

Likewiſe a Fine and Non-claim will bar an Equity of Redemption.

Upon the Mortgagor's paying the Intereſt of the Money to the Mortgagee, theſe Mortgages often continue a long Time, without diſturbing the Poſſeſſion or Parties.

In Mortgages, upon Condition to pay Money by a certain Day by the Mortgagor, tho' he die, yet his Heir coming within the Time limited may pay the Money and ſave the Condition, he having an Intereſt in the ſame, and for that the Mortgagee receives no Damage thereby, the Intent of the Condition being performed. And the ſame Law is of the Mortgagors, Executors, or Adminiſtrators, *&c.*

But a Stranger ſhall not do ſo, unleſs the Heir be an Ideot: And where no Time is limited, the Father hath Time during his Life; but if he die before Payment, his Heirs, Executors, and Adminiſtrators, ſhall not be received to pay the Money: But it is otherwiſe in caſe of a Condition of a Bond for Payment of Money, no Time being limited, for then the Money muſt be paid in convenient Time. *Co. ſuper Lit. 1 part, ſect. 334. p. 206, &c.*

If a Condition annexed to Lands be poſſible at the making, and afterwards become impoſſible by Act of God, or if the Condition ſubſequent be impoſſible, yet is the Feoffee's Eſtate abſolute; or if the Condition ſubſequent be *Malum in ſe*, or repugnant to Law, it is the ſame: But it is otherwiſe in Bonds, which are Things in Action, and Executory; for the Condition becoming impoſſible by Act of God, of the Law, or of the Obligee, the Obligation is ſaved, and the Obligee ſhall have no Advantage thereof, or if the Condition be *Malum in ſe*, or againſt Law: But a Condition impoſſible doth not thereby avoid a Bond, but it thereby becomes ſingle. *Ibid.*

See more of Conditions *before in the Chapter of* Obſervations, *&c. on the particular Parts of a Deed, under the Title* Conditions.

Of

Of Obligations, &c.

AN Obligation is a Deed in Writing, whereby one doth bind himself to another to pay a Sum of Money, or do some other Thing.

And an Obligation is sometimes double, or conditional, when it hath a Condition annexed to it; and then it is said to be a Bond, containing a Penalty with Condition to pay Money, or do some other Thing.

And this Condition sometimes is and may be either in the same Deed, or in another; and sometimes it is subscribed to, sometimes included within, sometimes indorsed upon the Obligation.

It may be made upon Parchment or Paper; and it may be made in a Piece of Parchment or Paper by it self, or on a Piece sewed in a Book; and it may be made in the first or third Person. *Bro. Ob.* 67. 20. *b. Trin.* 19 *Eliz. B. R.*

The Condition of an Obligation for the Matter of it, must be to do a Thing lawful and possible; as, to pay Money, deliver Goods, enter into a Stature or Obligation, make a Release, surrender an Estate, for Reparations, quiet Enjoying, to save Harmless, defend a Title, perform a Will, abide an Award, give so much Legacy, purchase Lands, appear in Court, marry another, not sue nor meddle with an Executorship, not revoke a Letter of Attorney, not to be a Surety, not play at Cards or Dice, *&c.* *Co.* 10. 110. *West. Symb. &c.*

But when the Matter or Thing to be done, or not to be done, by the Condition is unlawful or impossible, or the Condition it self is repugnant, insensible or incertain, the Condition is void, and in some Cases the Obligation also.

A bare Acknowledgment of a Debt, and Promiſe to pay it, without Writing, is an Obligation.

If no Time be limited in the Condition of an Obligation for Payment of the Money, it is due preſently. *Dyer* 128.

An Obligation may be good, tho' it contains falſe *Latin*, if the Intent of the Parties ſufficiently appears, as *Johannes* for *Johannem*, *Octogenta* for *Octoginta*, *Septuageſimo* for *Septuaginta Libras*, *&c.* or *Aprile* inſtead of *Aprilis*, *&c.* in any thing wherein the Meaning is not ſo incertain, but that the Meaning may be diſcerned. *Co.* 10. 132. *Fitz. Obl.* 12. 2 *H.* 4. 14.

And if it has no Date, or a falſe Date, if it be ſealed and delivered, it is a good Obligation.

If the Words at the Cloſe of the Condition, *That then this Obligation to be void*, be omitted, the Condition is void; but it does not hurt the Obligation, for that remains ſingle: But if the Words, *or elſe ſhall ſtand in Force*, be omitted, neither the Condition nor the Obligation are the worſe. *Cur. B. R. Paſche* 90. *Trueman* and *Parram's* Caſe.

If a Thing be poſſible at the Time of making the Obligation, and afterwards becomes impoſſible by the Act of God, the Act of the Law, or of the Obligee, it is become void; as if a Man be bound to appear next Term, and dies before, *&c.* the Obligation is ſaved.

A Condition repugnant to the Obligation, or of a Thing impoſſible, incertain, *&c.* is void, but the Obligation is good: And a Condition to do a Thing beyond Sea, is good, and triable here, when it muſt be ſaid in *France*, &c. *in Com' Midd'*, which is not traverſable. 7 *H.* 6. 44. 21 *H.* 7. 24, 30. 10 *H.* 6. 14. 21 *Ed.* 4. 10.

A Man may bind himſelf to ſuffer his Wife to

give to her Relations 100 *l.* or other Portions of his Goods, and that he will perform it, and it is good and binding.

If Women are drawn in through Flattery, or through Threatning, to enter into an Obligation, they may be relieved in *Chancery*. 31 *H.* 6. *c.* 39.

Where ſeveral are bound in an Obligation ſeverally, as *Obligamus nos & utrumque noſtrum, &c.* the Obligee may ſue all the Obligors together, or all of them apart, but not ſome of them and not the reſt, and have ſeveral Judgments and Executions; but he ſhall have Satisfaction but once, for as ſoon as that is had, if it be of one only, the reſt are diſcharged: But in the joint Obligation, if one be ſued, he is not bound to anſwer unleſs the reſt be ſued alſo, and may take Advantage of it, and plead in Abatement of the Writ, by ſhewing the Matter to the Court. *Dyer* 19. 310. *Co.* 5. 119. 9. 53. *Hill.* 39 *Eliz. B. R.* adjudged.

But if he appears and ſhews it not, the Jury will find againſt him, and he will be charged with the whole Debt; ſo it is if the other be outlaw'd or inſufficient, *&c.*

If two or more be bound jointly, they muſt be ſued together, and not ſeparate *ut ſupra*, unleſs ſome of them are Infants, Women Covert, *&c.* who are incapable.

And if a Condition be to do an Act to two jointly, and one die before it is done, it muſt be done to the Survivor.

And a Condition to pay 100 *l.* to *A.* and 100 *l.* to *B.* *A.* dies before the Time of Payment, *B.* ſhall have the whole, and *A.*'s Executor none, if the Obligation be made to *A.* and *B.* *Dyer* 350.

An Heir ſhall not be bound, unleſs he be expreſly named in the Obligation; but the Execu-

tors and Administrators shall. And if an Obligation be made to one and his Heirs or Successors, the Executors and Administrators shall have the Advantage of it, and not the Heir or Successor, by reason 'tis a Chattel. *Dyer* 14. 271, &c.

Condition to pay Money at *Michaelmas*, without saying what *Michaelmas*, shall be taken the *Michaelmas* next following the Date of the Obligation. *Trin.* 8 *Car.*

And Condition to make a Lease for 20 Years, and it is not set down when the Lease shall commence, it shall begin presently. *Co.* 6. 33.

If Condition be made to grant an Advowson, without naming what Time to be done, it must be done before the Church becomes void, otherwise the Obligation is forfeit. *Co. super Lit.* 208.

Condition to make a Feoffment, *&c.* without limiting a Time, in this Case the Obligor is to have Time to do it during his Life, unless requested by the Obligee, when he must do it in a convenient Time after such Request; *Co. super Lit.* 208. 2. 79, 80, 99. For Payment of Money, *contra.*

Where no Place is mentioned for Performance of a Condition to pay Money, or do any other Act, the Obligor is to find out the Person of the Obligee wherever he is, if within the four Seas, otherwise the Obligation is forfeit; but if a Place be mentioned, he need seek no further: *Perk. Sect.* 780, 781. 7 *Ed.* 4. 4. 22 *Ed.* 4. 25. *Lit. Sect.* 340, 341.

And where a Time and Place is mentioned in a Condition, it must be exactly observed, otherwise it is no good Performance.

Condition to perform Covenants in an Indenture, includes Covenants in Law, as well as in Deed: *Dyer* 257. And where a Condition is to per-

perform Covenants of a Leaſe, wherein a Rent is reſerved, on Non-payment of the ſame, the Obligation is forfeit. 5 *Jac.* 1. *B. R. Griffin* and *Scot's* Caſe.

If a Condition be to make ſuch an Eſtate in Land, as *A.* ſhall adviſe; *A.* muſt firſt adviſe and make it known to the Obligor, before he be bound to do any Thing: And in any Caſe where an Act is mentioned to be done before Performance of the Condition, that Act muſt firſt be done, otherwiſe the Obligation is not binding; as to do a Thing upon Requeſt, *&c.* *Co.* 5. 25. 7 *Ed.* 4. 13. *Perk. Sect.* 775.

Condition to ſuffer me quietly to enjoy Land, *&c.* by Leaſe without the Let of him, or any other, if he himſelf, nor any other by his Procurement, do not diſturb me, the Condition is performed; and if a Stranger having Title do enter without his Procurement or Occaſion, this is no Breach of the Condition. *Dier* 255. 7 *Ed.* 4. 3.

Condition to pay 10 *l.* at *Michaelmas*, and 10 *l.* every Year after until *A. B.* be advanced to a Barony, if he be made a Baron before *Michaelmas*, yet the firſt 10 *l.* muſt be paid. 39 *Eliz. Co. B.*

Where two Things are mentioned to be done, as to do ſo or ſo, and not ſo and ſo, the doing of either of them performs the Condition. 21 *Ed.* 3. 29.

Condition to appear in Court at a Day, the Perſon muſt cauſe his Appearance to be entred upon Record, otherwiſe the Obligation is forfeit. *Perk. Sect.* 760. 758. 2 *Ed.* 4. 3.

Where ſeveral Days are mentioned for Payment of Money, the Obligation is not forfeit, nor can be ſued until all the Days be paſt; but in ſome Caſes the Obligee may ſue for the Money due

due by the Obligation presently, though it be not forfeit. *Co.* 8. 153. *Sup. Lit.* 292. *F. H. B.* 267.

Tender of Money by the Obligor, or his Servant by his Commandment, or other Performance, is a good Performance of the Condition, though refused by the Obligee, unless it be done to another Person as a Stranger: But if the Obligor be afterwards sued, he must plead that he is still ready to pay it, and tender it in Court. *Co. sup. Lit.* 208, 209. 27 *H.* 8. 10. *Perk. Sect.* 784.

But Tender of Goods on Condition, and Refusal the Obligee hath lost the same for ever, and is without Remedy.

One Man may empower another to receive Money due upon an Obligation for him, or Consent that the Obligor do keep the Money longer, and save the Forfeiture. *Perk. Sect.* 748, *&c.*

Robbery or other Hinderance will not save the Obligation, but it is forfeited, if the Performance of the Condition in Respect to Time, *&c.* be not exactly observed. *Bro. Obl.* 9.

If I make a Lease for Years, and the Lessee enters into an Obligation, that he will not alien the Land demised without my Licence, and I die, then he aliens it, this is held to be a Breach of the Condition. *Per Just. Nichols Mich.* 13 *Jac.* 1.

Condition for faithful Performance of a Servant for a Year; He must tender his Service to me, to save the Condition, and if he die within the Time, or I don't employ him after Tender of his Service, the Condition is not broken. *Perk. Sect.* 772, *&c.*

But Condition to marry a Woman, if he tender himself, and she refuse, the Obligation is forfeit, notwithstanding the Tender and Refusal. *Perk. Sect.* 756. 4 *H.* 7. 3.

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Condition made not to marry without the Conſent of Friends is not good.

If a Condition be that the Obligor ſhall marry ſuch a one, and the Obligee marries her before the Time limited, the Obligation is diſcharged, by Reaſon the Performance was hindred, through the Act of the Obligee.

Releaſe of the Debt diſcharges the Obligation, if it be made in full Satisfaction, though but Part or none of the Money be paid: And an Obligor is diſcharged by being made Executor, *&c.* or marrying a Wife to whom the Money is due. *Brow. Oblig.* 61. *Co.* 8. 136. 8 *Ed.* 4. 3. 21 *Ed.* 4. 2. 11 *H.* 7. 4. *&c.*

When a Condition is doubtful, it is always taken moſt favourably for the Obligor, and againſt the Obligee; yet ſo as a reaſonable Conſtruction be made as near as may be according to the Intent of the Parties. *Dyer* 14, 51.

If a Man be bound to pay Money to two actually, he can pay this but to one, for that a Man cannot pay one and the ſame Time to two ſeveral Perſons at the ſame Time.

Payment of Money to a Scrivener is ſufficient if he have the Bond in his Cuſtody: And yet it's ſaid, if a Scrivener, is generally employed to put Money to Uſe, and the Monies are paid to ſuch Scrivener, and he breaks, the Payment ſhall not excuſe the Party; but if he receive this by Command, it is a good Cauſe of Equity. 3 *Keb.* 471. *Cro. Eliz.* 313. Dr. *Ford*'s Caſe.

If a Man be bound to perform the Award of Arbitrators, and they make an Award accordingly that one ſhall pay the Money; he may have his Action of Debt for the Money, and declare upon the Award, and afterwards he may have another Action on the Obligation for not performing the Award. 1 *Brownl.* 55.

If

If one countermand the Authority of his Arbitrator, as he may, he ſhall forfeit his Obligation. 8 *Rep.* 82. *Vynior's* Caſe.

Award. And an Award is a Determination or Judgment made or given between Perſons in Controverſy, by Arbitrators indifferently choſen by each Party, and is made according to the Submiſſion of the Parties, and agreeable to Reaſon and good Conſcience.

And this Submiſſion is uſually made by each Parties entring into a Bond with Condition to the other, to ſtand to the Award of the Arbitrators.

And in the making of every good Award or Abitrament, the Rules following are to be obſerved.

That it be made according to the very Submiſſion touching the Things ſubmitted, or neceſſarily depending thereupon, and every other Circumſtance relating thereto: That it be certain: That it be equal, and appoint either Party to give or do unto the other ſomething beneficial, in the Appearance at leaſt.

That the Performance thereof be lawful and poſſible, and within the Power of the Parties: That there be a Means, how either Party may by Law attain unto that which is thereby awarded unto him: And that it be a final End of the Controverſies ſubmitted: And that if it fail in any of theſe Points, then the whole Arbitrament ſhall be void.

The Husband may ſubmit for himſelf and his Wife, for the Goods and Chattels of which he had Diſpoſition in Right of his Wife, and it ſhall bind her.

An Award where all is to be performed on the one Part, and nothing on the other, is void.

No

No Chattels real or mix'd, Debts, Deeds, Record, Annuity, or Freehold is arbitrable; but a Man may bind himself to the Award, and it will ſtand good; and for Non-performance the Bond will be forfeited.

An Arbitrament under Hand and Seal of an Arbitrator is a Specialty: And a Man may wage his Law againſt an Award, if the Submiſſion be not by Specialty, under the Hand and Seal of the Parties that ſubmitted to the Award. *2 Part Sand. Rep.* 65, 74. *&c.*

Alſo if a Submiſſion be to Arbitrators, and that if they diſagree, then to an Umpire, and the Award and Umpirage are limited to the ſame Day, there the Power of the Umpire is void unleſs the Arbitrators have diſagreed and declared, That they would not meddle further. *Idem* 130, 132, 133.

An Award that *A.* ſhould be ſatisfied by *B.* the Money due to him for Work, and that then *A.* ſhould pay 20 *l.* to *B.* and that each Party ſhould give to the other a General Releaſe, is void in the whole for the Uncertainty of what Sum was due for Work. *2 Sand.* 292, 293.

If an Award be made between *A.* of the one Part, and *B.* of the other Part, by which 'tis awarded that *A.* ſhall pay 10 *l.* to *B.* and 5 *l.* to a Stranger; and that *B.* ſhall give to *A.* a general Releaſe, the Award as to the 5 *l.* to the Stranger is void, but good for the Reſidue. *Idem*, 293.

Of Statutes, Defeazances.

A Statute is a Bond or Obligation of Record; and ſometimes is uſed in another Senſe, *viz.* for a Decree made in Parliament called an Act of Parliament.

There

There are three Kinds of Statutes, as the Statute Merchant, Statute Staple, and Recognizance; the Statute Merchant is a Bond acknowledg'd before one of the Clerks of the Statute Merchant, and Mayor and Chief Warden of *London*, or before the Mayor, Chief Warden, or Master of other Cities or Bailiff of any Burrow or other ſufficient Perſons authorized, ſealed with the Seal of the Debtor, and of the King.

A Statute Staple is a Bond of Record, among Merchants of the Wool Manufacture, acknowledged before the Mayor of the Staple in the Preſence of one or two Conſtables of the ſame Staple, and is ſealed with the Seal of the Staple, and not of the Party, founded upon the Statute of 27 *Ed.* 3. Other Statutes Staple are Bonds of Record, teſtifying that the Recognizor doth owe to the Recognizee a Sum of Money, and is acknowledged before the Chief Juſtice of the Queen's-Bench or Common-Pleas, in the Term Time, or in their Abſence out of Term before the Mayor of the Staple at *Weſtminſter*, and before the Recorder of the City of *London*, and to be ſealed with the Seal of the Conuſor, and of the King; and with the Seal of the Chief Juſtice, *&c.* before whom taken, who ſets their Hands to it: Theſe Statutes are much of the Nature of Judgments had upon Suits, in the Courts of *B. R.* and *Common-Pleas*, and are therefore called Pocket Judgments. *Co.* 8. 153.

There are likewiſe divers other Sorts of Recognizances that are acknowledged before the Lord-Keeper, Maſter of the Wards, Maſter of the Rolls, Maſter of Chancery, Juſtices of the Bench, Barons of the Exchequer, Judges in their Circuits, Juſtices of the Peace, Sheriff, and others; ſome by the Com-

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mon Law, and ſome by Statute; ſome with Seal, and ſome without, and all recorded; ſome for Bail, and ſome not: And all Obligations made to the Queen are of the Nature, and have the Force of a Recognizance. *Statute* 33 *H.* 8. *c.* 22, 29. 3 *H.* 7. *c.* 1. 10 *H.* 6. *c.* 1. *Dyer* 307, 315.

Statutes are ſometimes ſingle without any Defeazance, and ſometimes double with a Defeazance, or Condition, upon the Performance whereof they are to be avoided.

If no Time be limited in the Statute for paying the Money, it is good and due preſently.

Every Statute Merchant or Staple muſt be carried to the Clerk of the Recognizances within four Months next after the acknowledging to enter a true Copy thereof, otherwiſe it ſhall be void againſt all Perſons, their Heirs, Executors, *&c.* which ſhall for good Conſiderations purchaſe the Lands liable thereunto, after the acknowledging the ſame, or any Rent, Leaſe, or Profit out of it. *Statute* 27 *Eliz.* *c.* 4.

When the Statute is forfeit, and the Time expired for Payment of the Debt, the Conuſee gets a Certificate of it from the Perſons before whom it was acknowledged; upon which a *Capias* iſſues out of Chancery to the Sheriff of the County where the Conuſor lives to apprehend and impriſon him, if he be no Clergyman; and when the Conuſor is taken he ſhall have Time for a Quarter of a Year to make his Agreement with the Conuſee, and ſell his Lands to ſatisfy the Debt; but if he don't do it within that Time, or the Sheriff return *non eſt inventus*, there iſſues out an Extent to take his Body, and extend his Lands, whereupon the Sheriff ſummons a Jury to appraiſe the Lands, to pay the Debts, which the Sheriff delivers over to the Conuſee, and he enjoys

joys it until his Debt and Damages be ſatisfied.

The Land of the Conuſor is not the Debtor, but the Body, and the Land is liable only in Reſpect that it was in the Hands of the Conuſor at the Time of acknowledging the Statute or after; and the Perſon is charged, and the Lands chargeable only. *Plow.* 72. *Co.* 10, 50, 51. *Bro.*

The Body of the Conuſor himſelf (but not the Body of his Heir or Executor) is liable to Execution, and may be taken, tho' there be Lands, *&c.* to pay the Debt, and all the Demeſne and Copyhold, Lands, and Tenements, Corporal and Incorporal, which are grantable over as his Manor, Meſſuages, Lands, Meadows, Woods, Rents, Commons, Tythes, Advowſons, Goods, Chattels, Leaſes, Cattel, Houſhold-ſtuff, *&c.* and all other Things in Poſſeſſion are liable to Execution. *Stat. de Mercatoribz. Co.* 3. 12. *Plow.* 72. *Co.* 2. 59.

Lands which the Conuſor hath in Jointenancy with another are ſubject to Execution, during the Life of the Conuſor, and no longer; for after his Death the ſurviving Jointenant ſhall have all, but if the Conuſor ſurvive, all is liable.

Tenant in Tail, his Lands ſhall be only chargeable during his Life, and not to his Iſſue in Tail, unleſs a Recovery be paſſed; and the Lands a Husband hath in Right of his Wife ſhall be only chargeable during the Lives of the Husband and Wife together, and no longer.

Goods of other Perſons in the Poſſeſſion of the Conuſor, are not liable to Execution.

All the Lands and Tenements which the Conuſor had at the Time of the Statute entred into or after, into whoſe Hands, by what Means ſoever the ſame are come at the Time of the Execution, are ſubject to the Execution: And all Goods and Chattels, though coming after the Statute

tute entred, if before the Execution are liable; but if ſuch Goods, &c. be *bona fide*, done away before the Statute, or Time of Execution, they are not chargeable. *Co.* 3. 12. *&c.*

A Statute or Recognizance and Execution thereupon, may be diſcharged by Defeazance on Condition, on Performance of ſuch Condition, by Releaſe, Payment of the Money, Debt and Damages, Delivery up of the Statute, Purchaſe of Part of the Land by the Conuſee after Execution ſued, but before it is not; neither does it then Releaſe the Body and Goods, tho' it may the Lands.

If a Conuſor after he hath entred into a Statute or Recognizance doth convey away his Lands to divers Perſons, and the Conuſee ſue Execution upon the Lands of ſome of them, and not all; in this Caſe he or they whoſe Lands are taken in Execution, may by an *Audita Querela* or *Scire Facias*, have Contribution from the reſt, and have all the Lands extended proportionably according to the reſpective Value of each. *Plow.* 72. *Co.* 3. 6, 12, 13.

But if Conuſor and Conuſee die, and the Conuſor's Heirs, after Execution of Part by the Conuſee's Executors, ſells the Lands entire, in this Caſe the Vendee ſhall have no Contribution: And if the Lands be ſold to divers, and one of the Purchaſer's appears to the *Scire Facias*, and Judgment given againſt him, and he afterwards ſells the Land, his Vendee ſhall have no Contribution.

But the Party whoſe Lands are extended, may by *Audita Querela*, or *Scire Facias*, as the Caſe requireth, defeat the Execution, and thereby ſhall be reſtored to all the mean Profits, and force the Conuſee to ſue his Execution upon all the

the Land, that the Land of every one of the Tertenants may be equally extended.

A Judgment entred with a Releaſe of Errors, and then a Will made whereby the Perſon to whom the Judgment is made, is made Executor, is the higheſt and beſt Security as can be given to a Creditor; for a Judgment alone without making a Will, and the Perſon Executor, the Executor whoever he is, would pay his own Debt firſt, and ſo defeat the other Creditor of his Debt, in Caſe there be not ſufficient Aſſetts to pay both.

Defeazance. A Defeazance is a Condition relating to a Deed, as to an Obligation, Recognizance, Statute, or the like, which being performed by the Obligor or Conuſor, the Act is diſabled and made void, as if it had never been done; which differeth from a Condition only in this, That a Condition is always made at the ſame Time, and annexed to, or inſerted in the ſame Deed; but a Defeazance is always made in Deed by it ſelf, and for the moſt Part made after the Deed whereunto it hath Relation.

To the well making of a Defeazance, theſe Things are requiſite; That the Defeazance be made in *eodem modo*, as the Thing to be defeated is created, *viz.* by Deed: That it doth recite the Statute or the Obligation truly: That it be made between the ſame Perſons, as were Parties to the firſt Deed, *&c.* That it be made after the making of the Recognizance, Obligation, *&c.* and not before; and that it be made of a Thing defeaſible.

A Defeazance made by the mutual Conſent of all Parties will defeat any Executory Inheritance, as Rents, Annuities, Conditions, Warranties, Covenants, Leaſes for Years, *&c.* though ſuch Deſeazance

feazance be made after ſuch Executory Things are created; but Eſtates in Tail, or for Life, executed by Livery, &c. may not be defeated, unleſs the Defeazance be made at the Time of making the Feoffment, &c. and not afterwards.

Of Uſes, Truſts.

A Uſe is the Profit of Lands or Tenements, or a Truſt and Confidence repoſed in ſome other which is not iſſuing out of the Land, but Collateral annexed in Privity to the Eſtate.

And a Uſe is either expreſs by Deed, or implied by Law; as where a Bargain is made on good Conſideration without mentioning to whoſe Uſe, the Law gives it to the Bargainee; but if no Conſideration be mentioned, it may in ſome Caſes be otherwiſe.

And if a Fine or Recovery be levied or ſuffered without any Conſideration, and no Uſe is limited, the Law implies it to the Uſe of the Perſon as makes it.

In Uſes, there muſt be a Privity of Eſtate to create the Uſe upon, and it muſt not be againſt Law, or of a Thing incertain or impoſſible, and it muſt be of a Poſſeſſion: And a Uſe will not hinder a Wife from her Dower after the Deceaſe of her Husband.

A Uſe may be created by Deed Parol, or by Word of Mouth, though it is beſt by Deed indented; but a Uſe cannot ariſe out of a Uſe, for when once Lands are ſold and ſettled to Uſes, there may not be any further Uſes created. *Dyer* 169. *Cromp. Jur.* 53. *Lit. Bro. Sect.* 284.

In Bargains, and Sales, and Covenants, to ſtand ſeized to Uſes, no Uſe will work as a Uſe without ſome Conſideration, as Money, &c. if it be to a

Stranger; and Nature, Blood, Kindred, Payment of Debts, Marriage, *&c.* to ones ſelf, Wife, Children or Relations, but without any Conſideration it will be good to ones ſelf and Family. *Dyer* 169. *Co.* 7. 11. 10. 143. *Plow.* 301. *Co.* 1. 154.

But Uſes on Condition, as if I marry ſuch a one, *&c.* the Condition muſt firſt be performed, otherwiſe the Uſe will not take Effect: And Uſes may be made to a Man and the Wife, he ſhall afterwards marry, or to the Uſe of his firſt, ſecond or third Wife, *&c.* and are good. *Co.* 1. 13. *Cudleigh's* Caſe.

A Man may ſettle Lands to Uſes, and reſerve Power to make further Uſes, as he ſhall think fit and direct.

Contingent Uſes and Remainders may be deſtroyed, as where a Man covenants by Feoffment to the Uſe of a Man, and the Wife he ſhall marry, *&c.* and before ſuch Marriage the Feoffee makes a Feoffment over, the Uſes are thereby deſtroyed. *Co.* 1.

When the Eſtate out of which the Uſes do ariſe is gone, the Uſes are gone alſo. *Dyer* 186.

Uſes may be made void by Releaſe, or Power of Revocation mentioned in the Settlement of the Uſe, as *provided*, &c. but then this Revocation muſt be done according to the Method preſcribed by the Proviſo. And where there is ſuch a Power of Revocation, a new Declaration of Uſes is a ſufficient Revocation of the former, without any Thing more. *Co. ſup. Lit.* 237. 7. 11. 12. 10. 143. 1. 180. 173, 107. *Dyer* 372.

Lands conveyed to Perſons in Truſt, or Money in Truſt to purchaſe Lands, or any Thing given or granted on Truſt, or on Condition, if the Truſtees do not perform their Truſt according

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ing to the Intent, you muſt have your Remedy againſt them in the Chancery. *Cromp. Jur.* 48. 59. 58. 54. *Dyer* 160, *&c.*

Lands or Goods ſettled on Truſt, may not be ſold by the Truſtees, without Special Power.

Truſtees may in Chancery recover their reaſonable Expences laid out in any Thing for the Uſe and Benefit of the Truſtors.

See more of Uſes, *Page* 158, 159. *in the Chapter of* Marriage Settlements, *&c. under the Title of* Covenants to ſtand ſeized to Uſes.

Of Wills and Teſtaments, &c.

THE laſt Conveyance is a Will in Writing, firſt ordained by the Statute of 32 *H.* 8. 1. And a Will or Teſtament is the Declaration of a Man's Mind and Intent, what he would have done after his Death.

The Civil Law calls it a *Teſtament*, when there is an Executor made and named in it; and when there is none, they call it a Codicil.

And a Man can make but one Teſtament that ſhall take Effect, but he may make as many Codicils as he will; and by a Codicil, an Executor may be appointed, but not regularly.

The Common Law calls that a *Will*, by which Lands or Tenements are deviſed, though there be no Executor named; and when it concerns Chattels only, it is called a *Teſtament*. *Co. Lit.* 111. *Swinb. of Wills*, 24.

The Stat. 29 *Car.* 2. for *Prevention of Frauds*, enacts, That all Deviſes of Lands or Tenements deviſable either by the Statute of Wills, or by the Force of the Cuſtom of *Kent*, or any other particular Cuſtom, ſhall be in Writing; ſigned

by the Deviſor, or ſome in his Preſence by expreſs Directions, and ſubſcribed in his Preſence by three or four creditable Witneſſes, or elſe to be void. Alſo, That no Deviſe in Writing ſhall be revocable, but by ſome other Will or Writing declaring the ſame; or by burning or cancelling the ſame by the Teſtator himſelf, or by his Directions and Conſent in his Preſence.

And that no Will in Writing concerning any Goods or Chattels, or perſonal Eſtate, ſhall be repealed; nor any Clauſe, Deviſe or Bequeſt therein altered or changed by any other Will made by Word of Mouth only: Except the ſame be committed to Writing in the Teſtator's Life, and read to him and allowed by him, and proved to be ſo done by three Witneſſes at the leaſt.

Then there are other Wills beſides thoſe in Writing, as Nuncupative Wills.

A Nuncupative Teſtament, is when the Teſtator doth by Word, without Writing, declare his Will, before a ſufficient Number of Witneſſes, of his Chattels only; this may, for the better Continuance after the Making, be put in Writing and proved; but it is ſtill a Teſtament Nuncupative. *Weſt's Symb. part* 1. *lib.* 2. *ſect.* 640.

And by the Statute 29 *Car.* 2. Where the Eſtate given by Nuncupative Will exceeds 30 *l.* it is not good except made in the Preſence of three Witneſſes, bid to bear Witneſs by the Teſtator in his laſt Sickneſs in his own Houſe, or where he had reſided ten Days, unleſs ſurprized by Sickneſs from home; and it muſt be proved within 6 Months, unleſs committed to Writing in 6 Days.

A Boy after the Age of 14, and a Maid after her Age of 12, may make a Will of their Goods and Chattels by the Civil Law, but not of Land

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till 21, unleſs it be by ſpecial Cuſtom. And ſome ſay, a Will may not be made of Chattels by an Infant under the Age of 18 the Male, and 14 the Female.

Perſons having Power to make Teſtaments, and void of all natural and civil Imperfections, which may impeach their Teſtimony, may be Witneſſes to Wills and Teſtaments.

In a Will of Goods there muſt be an Executor named; but 'tis otherwiſe of Lands, for an Executor has nothing to do with the Freehold: And where Lands are given, it is called a *Deviſe*; and where Goods or Chattels are given, it is called a *Legacy*.

An Executor is one that is appointed to have the Diſpoſition and Ordering of the Goods and Chattels of the Deceaſed; and an Adminiſtrator is one that hath the Goods and Chattels of a Man dying inteſtate, committed to his Charge by the Ordinary for want of an Executor, and his Power and Charge is equal to that of an Executor; And the Executor repreſents the Perſon of the Teſtator as to the Eſtate committed to his Truſt; and he may charge others, and be charged himſelf; ſue others, and be ſued himſelf, as the Teſtator might. *Co.* 8. 135. *Plow.* 288. *Co. ſuper Lit.* 209. 11 *Co.* 9. *Co.* 9. 40. 31 *Ed.* 3. *c.* 11.

But the Ordinary may revoke Adminiſtration, and call the Adminiſtrator to Account if he does Wrong.

No Will has Force till after the Teſtator's Death; and when 'tis perfect by the Death of the Party, it doth without any further Grant, Livery, or Attornment, give and transfer Eſtates, and alter the Property of Lands and Goods, as effectually as an Act executed by Deed in the

Life-time of the Party; for hereby Deſcents of Lands may be prevented, and a Man may make Eſtates in Fee-Simple, Fee-Tail, for Life or Years of Lands, Tenements, Reverſions or Services, Rents and Power to diſtrain, Conditions annexed to Eſtates, *&c.* And they that take by Deviſes of Lands, are ſaid to be in the Nature of Purchaſers. *Lit. Sect.* 167, 168. *Perk. Sect.* 505.

A Teſtator muſt be capable to make a Will, and not diſabled in Mind or Condition; or in reſpect of the Thing whereof the Teſtament is to be made.

Therefore Perſons drunk, mad, *&c.* may not make a Will in their Fits; but when they are out of them, and of ſound Memory, they may. A Man deaf, dumb, or blind, may by Signs or Writing make a Will; but an Alien, a Man entred into Religion, Perſons attainted of Treaſon, Felony, and not only indicted, ſuch Perſons may not make a Teſtament. And if a Man kill himſelf, his Teſtament is good for his Lands, but not for his Goods and Chattels, which are forfeit. And an outlawed Perſon may not make a Will of his Goods, but of his Lands he may. *Co. ſuper Lit.* 89. *Perk. Sect.* 503, 504. *Swinb.* 37, 40, *Co.* 6. 22. *Swinb* 53. 7 *Jac. Stat.* 5 *&* 6 *Ed.* 6. *c.* 11. *Plow.* 258, 259, 261, &c.

If ſome Witneſſes do depoſe, That the Teſtator was of perfect Mind and Memory; and others depoſe the contrary; their Teſtimony is to be preferred which depoſe that he was of ſound Memory, for that their Teſtimony tends to the Validity of the Teſtament, and for that every Man is a reaſonable Creature. And if a Lunatick Perſon make his Teſtament, and it is not known whether the ſame was made whiles he was of ſound Memory or no; then in caſe there can be

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no Folly or Frenzy gathered from the Teſtament, it is to be preſumed that the ſame was made during the Time of his calm and clear Intermiſſions, and ſo ſhall be adjudged good. *Swinb. p.* 67.

A Captive by the Enemy, during his Captivity, it is ſaid may not make his Will.

All Wills muſt be according to the Mind of the Teſtator, declared ſeriouſly, and not jeſtingly; and 'tis the Mind of the Teſtator diſcovered by Circumſtances, and not the Words only, which gives Life to the Teſtament. *Swinb.* 9. 131, 324, 325.

A Will made by Flattery, Threatnings, or Compulſion, is void in many Caſes: And when a Man is very ſick, and his Friends make his Will and read it to him, and ask him, Whether this ſhall be his Will? To which he replies, *Yes:* This may be good, if it does not tend too much for the Advantage of the Perſons as made it. *Swinb.* 283, 284, 285, 286.

If a Teſtament be found written in the Teſtator's Houſe, and not known by whom, and read unto and approved by the Teſtator; this is a good Teſtament for Lands or Goods.

A Teſtament may be made on any Paper or Parchment, be written in any Hand or Language, good or bad, the Sentences long or ſhort, as 20*s. &c.* and be notwithſtanding good; and if there be any Omiſſion, it will nevertheleſs be conſtrued according to the Intent of the Teſtator by what precedes or follows it. *Swinb. par.* 4. *ſect.* 25, 26.

And a Teſtament with or without Name or Seal to it, if the Teſtator agrees to it before Witneſſes it is ſufficient.

A Will written by a Man himſelf, tho' not

ſigned and ſealed, if it can be proved after his Death to be his own Hand Writing, it is good, tho' not declared before Witneſſes in his Life-time, for ſuch doth approve it ſelf. *Swinb. par.* 7. *ſect.* 13. *Par.* 4. *ſect.* 25.

But a Draught or ſcribbled Paper with Interlineations written by a Man ſhall not be taken as his Will after his Death, it muſt be written in ſome Order, which will look as if he intended it to be his Will.

Witneſſes without ſetting their Hands to a Will, or hearing it read, if they heard the Teſtator declare it to be his laſt Will, will be a good Proof: But a Witneſs cannot be Proof to a Legacy given to himſelf, though he may to all the reſt. *Swinb. pt.* 4. *ſect.* 21.

If a Man bids another write his Will, and order him to make it ſo and ſo, and before it is done and brought to him to be approved, if he dies, the Will is good for nothing.

But if a Man die before his Will is perfected in his Preſence, it may be good for the Deviſes which are finiſhed in it, but for no more or any unfiniſhed.

A Deviſe may be revoked, by making a Feoffment of the Lands deviſed; and by Marriage of a Wife, her Teſtament made before is become void.

And a married Woman cannot make a Will of her own Goods without her Husband's Conſent; and if he does conſent, he may revoke it in her Life-time.

Where two Wills are made both of one Date, they are both void: And if there be two Wills, and the Teſtator before Witneſſes declares that the former ſhall ſtand, the latter is thereby revoked, otherwiſe the former is void: And in caſe there

there be two Wills, be ſure and well prove the latter to avoid the former. *Swinb. pt.* 7. *ſect.* 11. *Perk. ſect.* 479. *Co.* 4. 61. *Plow.* 344.

He who thinks he has Cauſe to queſtion a Will, ought preſently after the Death of the Teſtator to put in a Caveat or Exception into that Court where the Will is to be proved, and thereupon proceed to queſtion it.

If a Man promiſe or covenant not to revoke a Will, he may nevertheleſs do it; but if he enter into an Obligation not to do it, and he does it, he forfeits the Obligation.

An Executor before Probate may do all Things relating to his Office, except bringing an Action. A Man muſt be ſolely ſeized of Lands, and not jointly, to make a Deviſe of it; and a Man may deviſe Reverſions as well as Poſſeſſions in Fee, or for Life or Years.

Archbiſhops, Biſhops, and other Spiritual Perſons, may not deviſe Lands or Goods which they have in Right of their Churches, nor Members of Corporations the Corporation Lands. *Perk. Sect.* 496.

A Man may deviſe Lands, Goods or Chattels, to his Wife, as well as to any other; and ſo he may to Infants, Women Covert, Felons outlaw'd, or excommunicated Perſons, Bondmen or Free, Colleges, Univerſities, Corporations, *&c.* though ſuch Perſons cannot deviſe themſelves. *Perk. Sect.* 505, 510. *Swinb.* 223.

A Deviſe muſt be of a Thing, and to a Perſon which is certain, otherwiſe it is void: And a Deviſe to a Man who ſhall marry my Daughter, or to a Man and his Children, is certain enough, and good. *Swinb.* 293, &c. *Co.* 6. 68. *Plow.* 345. *Perk. Sect.* 150.

No expreſs Warranty may be made by Will, but in ſome Caſes it is implied in Law; as where Lands are deviſed in Tail or for Life, with Reſervation of Rent, in which Caſe the Deviſee may take Advantage of the Warranty in Law. *Co. ſuper Lit.* 386.

A later Will doth overthrow a former, and a later Part of a Will doth overthrow the former Part of the ſame Will. *Lit.* 168. *Co. ſuper Lit.* 112. *Plow.* 540, &c.

A Man muſt have a Right to and a Poſſeſſion of the Land he deviſeth, otherwiſe it is void: And a Deviſe may be of Corn growing on the Ground, a Sum of Money due on Mortgage or Bond, on Condition to be paid at a Time to come, Goods perſonal of a Wife, *&c.* but no Chattel real, or Thing in Action belonging to the Wife, may be deviſed by the Husband. *Plow.* 485, &c. *Co. Lit.* 351.

Deviſes to evil Intents and Purpoſes, or of a Thing impoſſible or againſt Law, are void.

To ſettle Lands, it is beſt to do it by Act in one's Life-time and Health, with ſuch Conditions and Powers of Revocation as may be proper; and if one does it by Will, it is good to obſerve the following Rules; *(viz.)* That a Man do it in perfect Memory, and by learned Advice. That the Will be indented of two Parts, and one Part be left with a Friend, that it may not be ſuppreſſed after Death. That there be credible Witneſſes to the Signing, Sealing, and Publication thereof, who ſet their Hands to it. That the whole be written in one Hand, and on one Sheet of Paper or Parchment for fear of Alteration. And if it be in ſeveral Sheets of Paper, That the Hand and Seal of the Teſtator be put to each, and the Witneſſes ſubſcribe to each Sheet. And if there

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be any Interlineation or Razure, That a *Memorandum* be made of it.

A Deviſe of Lands to a Man's Executors, to be ſold for Payment of Debts, *&c.* paſſes the Fee Simple thereof unto them; ſubject nevertheleſs to this Condition, That they ſell the ſame in convenient Time: But a Deviſe, *That* the Executor ſhall ſell, gives them a Power to ſell Lands, but does not paſs the Lands themſelves, becauſe a Power only is deviſed in this laſt Caſe; but in the firſt, the Land it ſelf was deviſed.

A Deviſe to a Man and all of his Blood, paſſes a Fee-Simple; but a Deviſe to one and all his Seed, paſſes an Entail only. *Co. Lit.* 9.

A Deviſe made to a Man and his Heirs Males gives an Eſtate in Tail Male, and conſequently the Males only, and not Females, ſhall enjoy it. So by a Deviſe made to a Man and his Heirs Female, the Males ſhall not inherit. *Co. ſuper Lit.* 25. *Plow.* 414.

A Deviſe gives to a Man and his Aſſigns for ever a Fee-Simple: But if Lands be deviſed to a Man, without ſaying for how long Time, it is underſtood only during the Life of the Deviſee. *Lit. Bro. Sect.* 133. *Perk. Sect.* 1. 6. *Lit. Sect.* 586, &c.

A Man may deviſe Lands to Executors, *To hold* until Debts are paid, or until a Son be of Age; and though the Son die before the Time, yet will the Deviſe extend until the Time the Son would have been of the Age of 21 Years. *Co.* 3. 20.

Lands deviſed to two Men and their Heirs, to be equally divided, will enure to them as Tenants in Common, and not as Jointenants; ſo that the Heir, and not the Survivor, ſhall have the Part of him that firſt dieth. *Mich.* 37, 38. *Lowen*

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verſus Cope. Dyer 25. *Lit. Bro. Sect.* 133. *Lit.* 283, &c.

By Deviſe of Lands to two, and their Heirs, without more Words, they ſhall hold as Jointenants: But by Deviſe to two, and the Heirs of their Bodies lawfully engendred, they ſhall have the Entail as Tenants in Common. *Dyer* 326.

If one deviſe a third Part of all his Goods and Chattels, by this no more than a third Part after all Debts, and ſome ſay Legacies, are paid, is given; for the Debts and Legacies muſt be firſt paid by Law. *Dyer* 164. *Quære, & vide* 1 *Ch. Caſes* 16.

A Leaſe for Years, or other Chattel, deviſed to a Man and his Heirs, ſhall nevertheleſs go to his Executors.

Deviſe of Goods or Chattels, gives Gold, Silver, Plate, Houſhold-Stuff, Cattle, Corn, Debts, Leaſes for Years, and every Thing, except Lands of Inheritance, and Freehold Eſtates. *Portman verſus Willis. Paſche* 26 *Eliz. C. B. Co. ſup. Lit.* 118. *Swinb. par.* 7. *c.* 10.

Legacies given to a Man and his Children, will only extend to the Children at the Teſtator's Death, or Time of making the Will, and not to thoſe as may happen afterwards.

Where Lands are given to two Daughters, they will enjoy as Jointenants, which if the Lands had fallen to them by Deſcent, they would have held as Parceners.

A Will made by a Woman before Marriage, becomes void by her Marriage: But a Feme Covert may make a Will of Things in Action with her Husband's Conſent.

Deviſe

Deviſe of Land to a Man and his Heirs, and afterwards the Man dies before the Teſtator, it is void to ſuch Heirs. *Plow.* 60. 346. *&c.*

If a Legatee dies before the Legacy becomes due, the Legacy is extinguiſhed; but if there be a Legacy to one and his Aſſigns, if the Deviſee die before Payment, his Adminiſtrator ſhall have it as his Aſſign. *Hill.* 14 *Jac* 1. *B. R.*

Deviſe of Money to a Man, if he ſhall marry my Daughter, and ſhe die before Marriage, the Legacy is become void: So a Legacy given to a Man, and he dies before the Teſtator, it is void, though in ſome Caſes Executors of Legatees may have Benefit of the Legacies, and recover; as in Caſe a Sum of Money be to be paid to a Man within four Years after the Death of the Teſtator, and before the four Years is expired, he dies, his Executors or Adminiſtrators, after the four Years is expired, ſhall recover the Legacy. *Swinb.* 356. 350. 355. *Bro. Deviſe* 27. 45. *Dyer* 59. *Plow.* 345.

Goods or Chattels, Legacies, *&c.* deviſed may not be taken by the Legatees themſelves, but muſt be delivered to them by the Executors or Adminiſtrators, or one of them, but in Caſe of Deviſe of Lands, *&c.* the Deviſee may immediately enter without the Executors, and turn out the Heir if he entred before. *Co.* 10. 47. 52. *Co. ſup. Lit.* 111. *Perk. Sect.* 576, 578. *Swinb.* 134.

No Executor ſhall take Money as a Legatee to defraud Creditors, only as an Executor; and if there be not Money enough it ſhall be ſaid as Aſſets, in his Hands, as to the Creditors, for the Satisfaction and Payment of their Debts.

Leaſes for Years, Rents, Goods and Chattels deviſed, the Legatee may not take the Thing deviſed

viſed himſelf before he has the Aſſent of the Executors or Adminiſtrators, as has been before obſerved: And the Executor or Adminiſtrator refuſing to aſſent, may be ſued in the Spiritual Court, or in ſome Court of Equity, and be compelled to it; but a Legatee may not ſue for a Legacy in any Court of Common Law; neither may he ſue the Executor, *&c.* in the Spiritual Court until the Will be proved, but he may compel the Executor there to prove the Will, or refuſe the Adminiſtration: And by theſe Means a Legatee may recover his Legacy againſt an Executor or Adminiſtrator, if he have Aſſets to pay the Debts of the Teſtator; for otherwiſe a Legacy would not be recoverable at all. *6 Plow.* 540. *Perk. Sect.* 574. 20 *Ed.* 4. *g. Swinb.* 135.

Executors ought to be well aſſured of there being enough left to pay the Teſtator's Debts, beſides the Legacies, before he conſent to any Deviſe to a Legatee; for when he has once aſſented he's in Danger of paying the Teſtator's Debts, though there be not enough left to do it.

A Man may make his Wife Executrix, and as many Executors as he pleaſes, on Condition, or otherwiſe.

Clergy or Laity, Strangers, Friends or Enemies, married or unmarried Perſons, Creditors or Debtors, Bond or Free, a Baſtard, outlawed Perſon, or Excommunicate, may be Executors: So may an Infant, but he cannot meddle with the Adminiſtration of the Goods until he be ſeventeen Years of Age. *Swinb.* 222. *Fitz. Executor* 47. 87. *Co.* 6. 67.

A Husband may be Executor to his Wife, and recover all Debts due to her on Bond or otherwiſe, made to her before or after Marriage, and

all Goods taken from her before Marriage. *Fitz. Executor* 24.

But it's ſaid that a Heretick, Apoſtate, Traitor, Felon, Recuſant, Sodomite, Libeller, Baſtard, or notorious Uſurer, may not be an Executor, tho' at Common Law a Perſon attaint may be an Executor. *Bro.* 18.

If Executors refuſe to take upon them the Executorſhip, Adminiſtration of the Goods may be granted to him, to whom it doth belong, and annex the Will to the Adminiſtration, and then the Adminiſtrator is to perform the Will, as the Executor ought to do.

Where Perſons die Inteſtate, the Ordinary, or his Deputy, is to give Adminiſtration to the next of Kin, as to the Husband or Wife, Sons or Daughters, Father or Mother, Brothers or Siſters, of the whole Blood, and of the half Blood, Uncles, *&c.* And if they don't come in and Adminiſter in Time, the Ordinary may give Adminiſtration to a Stranger.

And this Adminiſtration muſt be under Hand and Seal, and may be conditionally.

If there be two Executors, and both accept of the Executorſhip, and one dies, the Survivor muſt diſcharge the whole Buſineſs, and the Executor's Executor have no Hand in it: But if but one Executor accept of the Executorſhip, or in Caſe there be but one named, and he proves the Will, and afterwards dies, there his Executors alone ſhall have the Diſpoſition of all the Eſtate. *Lit. Bro. Sect.* 179. *Bro. Executor*, 149. *Dyer* 187, *&c.*

But if an Adminiſtrator dies, his Executor or Adminiſtrator ſhall not have the Diſpoſition of the Goods of the firſt deceaſed; for in that Caſe Adminiſtration muſt be granted again. *Dyer* 372. 112. *Co.* 5. 9.

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An Executor or Administrator may refuse the Business, and can't be compelled to accept of the Office; but after Refusal he may not intermeddle with it; and if he accept of it, or any Part of it, he cannot afterwards refuse it, but he will then be chargeable with all, and cannot avoid it. *Co.* 9. 37. 37 *H.* 6. 27, 28. 20 *H.* 6. 1.

If an Executor or Administrator preserve the Goods of the Deceased, or see the Deceased buried in a decent Manner; and for that Purpose sell some of his Goods, or make an Inventory of the Goods, prove the Testator's Will with his own Money, or take his own Goods lying amongst the Deceased's, *&c.* Neither of these Acts will make a Stranger an Executor in his own Wrong, neither will they account to an Acceptance of the Executorship, and make the Executor or Administrator chargeable as Executor or Administrator. But if an Executor or Administrator shall sue by that Name for any Debt due to the Deceased, or receive, or release any Debt, *&c.* assent to Legacies, sell Goods to satisfy Debts, *&c.* Either of these Acts will amount to an Acceptance of the Executorship. *Fitz. Administrator* 7. *Bro. Executor* 165. 32 *H.* 6. 6. *Dyer* 135.

And a Creditor paying his own Debt will make him Executor in his own Wrong: And a Woman taking more of her Wearing Apparel than is necessary for one of her Quality without Legacy of the Husband, and Licence of the Executor, thereby makes her self Executor in her own Wrong.

An Executor or Administrator shall have, by Vertue of his Office, as Assets to pay Debts, all Chattels, Real and Personal, of the Testator, Leases for Years of Lands, Rent, Common, next Advowson, Corn cut and growing, Trees cut,

Grass cut and severed, Cattle, Money, Plate, Houshold-stuff, *&c.* Debts, Judgments, Statutes, Obligations, Causes of Actions, Arrearages of Rents, superfluous Apparel of the Wife, Deeds, and Evidences relating to Chattels; But not Deeds of Inheritances, or any Lands, *&c.* Freehold, nor Grass and Trees growing on the Ground and not cut, nor the Incidents of a House, as Glass-Windows, Doors, Wainscot, *&c.* Nor Pales, Walls, Fish-Ponds, Deer, Conies, Pidgeons, *&c.* for these will go to the Heir. *Co. sup. Lit.* 209. 388. *Perk. Sect.* 60. *Plow.* 293. *Bro. Chattels* 12. *Kelw.* 118. *Stat.* 32 *H.* 8. *c.* 37. *Dyer* 575, &c.

And Goods or Chattels of Jointenants will go to the Survivor on the Death of one of them, and not to the Executors; as it does in Case of Tenants in Common. *Lit. Sect.* 281. *Perk. Sect.* 525, 526.

An Executor may do all Things as Executor (except sue for Debts, and Duties, due to the Testator) before Probate of the Will; and may enter into the House of the Testator within thirty Days after his Death, and take away the Goods in a quiet Manner, when the Door is open; and may keep any of the Goods himself, if he makes Satisfaction for them; may satisfy his own Debt first; and if he hath enough to pay all the Debts and Legacies, he may do it in what Order he pleases: And if there be not enough he may pay himself first, and of others equal in Degree he may pay which he will first, and he may prefer which of the Legacies he pleases, and pay one all, to another Part, and to another none at all, if there be not sufficient Assets for the Whole. But an Executor may not sell any Thing given specially to one Legatee, to pay

nother Legacy, nor deviſe the Goods he hath as Executor or Adminiſtrator, nor can Executors make Diviſion of the Teſtator's Goods among themſelves. *Co.* 6. 18. 2. 38. *Plow.* 280. 9 *Ed.* 4. 47. 36 *H.* 6. 7. *Lit. Sect.* 69. *Bro. Executor* 129. *Dyer* 2. *Plow.* 543, 544. 184. *Kelw.* 62. 27 *H.* 8. 22. *Plow.* 525.

But altho' an Executor may immediately enter into his Executorſhip before Probate of the Will, yet an Adminiſtrator can do nothing until after Adminiſtration: For in Caſe of an Adminiſtrator the Power and Intereſt is wholly given by the Adminiſtration; but that of an Executor is wholly by the Will.

An Executor muſt firſt decently bury the Deceaſed, according to his Rank and Quality, and after that make an Inventory of the Deceaſed's Goods, Chattels, and Debts, to and from the Deceaſed, in the Preſence of two Legatees, or other ſufficient Witneſſes before he do any Thing in his Office; then he muſt prove the Will, and ſell the Goods and Chattels of the Deceaſed, and receive his Debts; and then muſt pay all Debts before any Legacies in the Order following; prefer his own Debt firſt, then Debts to the Queen, Debts on Record by Judgment, Statutes, or Recognizances, entred into by the Deceaſed, Debts due by Obligations, penal Bills, Rents of Leaſes, Servants, and Workmens Wages, Debts on Shop-books, and verbal Contracts: And if the Executor pay any of theſe laſt before the former, he is liable to the Whole, though it be out of his own Eſtate, for want of Aſſets to diſcharge the ſame. *Plow.* 543. *Kelw.* 64. *Doct. & St.* 35. *Stat.* 21 *H.* 8. *c.* 3. *Dyer* 166. *Co.* 9. 88. *Plow.* 184. 545. *Dyer* 80. *Stat.* 33 *H.* 8. *c.* 39. *Co.* 5. 28,

28, &c. *Dyer* 232. 21 *Ed.* 4. 21. *Bro. Executor* 88. 172. 103. *Kelw.* 74. *Plow.* 279, &c.

All Debts being to be paid before any Legacies, if there be not enough over and above the Legacies, to pay all the Debts, then any Thing given by Way of Legacy may be ſold for Payment of the Debts, the Legatees muſt loſe their Legacies; and Executors are anſwerable for the utmoſt Value of the Teſtator's Goods, to the Creditors, let ſuch Goods be appraiſed or ſold for what they will.

Debts firſt proſecuted ſhall be firſt paid by the Executor, though it be but in equal Degree with others: And it's ſaid, that Debts of the higheſt Nature may be paid in the Whole, though there be none to pay the ſmaller Debts.

The Ordinary may call an Executor or Adminiſtrator to Account when he will, and examine into what he has done. *Swinb. Part* 6. *Sect.* 17.

An Executor or Adminiſtrator may prefer a Legacy to himſelf before any other, and retain his, though there be not enough to ſatisfy any other Legacy: And if there be not enough to pay all the Legacies after the Debts are paid, he may pay which of the Legacies he pleaſes, or pay to each of the Legatees a proportionable Part of their Legacies, at his Election. *Doct. & St.* 34. *Plow.* 545. *Swinb.* 110, 114.

If an Executor have a Legacy given by the Teſtator, and refuſe the Executorſhip being admoniſhed thereto, he ſhall loſe his Legacy bequeathed to him. *Swinb.*

Statutes, Judgments, *&c.* remaining to defraud other Creditors of a lower Degree, is Covin, and may be avoided: But an Executor may plead Debts of an higher Nature unſatisfied, and be a good Bar, if no Covin.

If a Will be made, and no Executor appointed, the Biſhop may commit the Adminiſtration, with the Will annexed, to whom he ſhall think fit, and take Bond from the Adminiſtrator to perform the Will; and if there be no Will, he muſt offer Adminiſtration to the next of Kin, or any others, as are willing; but if none come, the Ordinary, or his Deputy, may take the Goods of the Deceaſed into their Hands, and pay Debts and Legacies, ſo far as the ſame will reach, in ſuch Order as the Executor or Adminiſtrator is to pay them. *Bro. Executor* 90. 27 *Stat.* 31 *E.* 3. *c.* 11, 13 *Ed.* 1. *c.* 19. 21 *H.* 8. *c.* 5.

An Executor or Adminiſtrator has for the moſt Part the ſame Power as the Teſtator had, to ſue Debts, enter Actions of Account, Treſpaſs upon the Caſe, *Ejectione firmæ*, Trover and Converſion, an Action of Debt for Rent behind, in the Life-time of the Deceaſed, or any other Action (if not Perſonal, as Battery, *&c.* where Damages only are recoverable which die with the Perſon) and an Executor or Adminiſtrator regularly ſhall be charged by others for any Debt due from the Deceaſed, as the Deceaſed himſelf might have been charged in his Life-time, ſo far as he hath any Eſtate of the Deceaſed to diſcharge the ſame. *Weſt.* 2. *c.* 22. *F. N. B.* 117. *Dyer* 322. *Co.* 11. *Bro. Executor* 161. 169. 122. *Co.* 9. 89. *Cro.* 4. 50. 5. 27. *Co. ſup. Lit.* 209. 5. 17.

But no Action of Debt will lie againſt an Executor on a ſimple Contract made by the Teſtator; nor for Waſt, *&c.* by the Teſtator, and where the Teſtator might wage his Law there no Action lies againſt the Executor; and an Executor of him who dies in Execution is no further chargeable. *Hob.* 52, 56, *&c.*

Where an Executor is Plaintiff for any thing touching

touching the Teſtament, and is Non-ſuit, or Verdict paſs againſt him, he ſhall not pay Coſts, by the Statute, 4 *Jac.* 1.

Rightful Executor or Adminiſtrator may ſue a wrongful one for Goods in his Cuſtody, and if the Will or Goods be kept from him, he may ſue for them either in the Spiritual Court, or at Common Law, and Recover. 38 *H.* 6. 7. *Co.* 8. 135.

All Executors are eſteemed in Law but as one Man; therefore Payment of a Debt to one of them is good to all, and Poſſeſſion of one of them of Goods of the Deceaſed is good for all. But if you ſue for a Debt all muſt be ſued. Payment of Debts, Releaſe, Aſſent to a Legacy, Sale of Goods, *&c.* of one of them, is good to, and will bind them all; for one cannot be ſued by the other, unleſs it be in Caſe of Covin, or to ſatisfy a Legacy to himſelf. 21 *Ed.* 4. 25. 4 *H.* 7. 4. 16 *H.* 7. 4. *Bro. Executor* 66. 30. *Dyer* 210. 27 *H.* 8. 21. 6 *H.* 7. 5. *Plow.* 343.

Where more Money is expended in a Funeral by the Executor, than is agreeable to a Man's Quality, the Goods of the Teſtator under valued, and ſold for leſs than they are worth; Legacies paid before Debts, and Debts of a low Degree paid before thoſe of a high Degree, in any of theſe Caſes when there is not enough left to pay all the Debts, it is Waſte in the Executor for ſo much miſemployed; (but if it be done by one Executor, it will bind him only, and not the reſt); and the Creditors may charge him for the Debt due to them from the Teſtator, as for his own proper Debt, and have Execution againſt ſuch Executor upon his Body, Lands and Goods. *Plow.* 543. *Co.* 532. *Perk. Sect.* 488. 516. *Kelw.* 57. *Dyer* 185. 210. *Co.* 5. 32. *&c.*

An Administration after given, may not be revoked; unless it be illegal, as where 'tis given to a Stranger, and within a Year after the Death of the Testator the next of Kin comes, and administers, or in case of misapplying Goods, &c. of the Deceased. *Stat.* 21 *H.* 8. *c.* 5. *Co.* 6. 18.

Administration may not be given to another, where there is an Executor, unless the Executor refuse to come in and prove the Will after cited by the Bishop: But if the Executor refuses, Administration to another is good, and what he does will bind the Executor. 3 *H.* 7. 14.

What an Executor or Administrator does in a wrong Will, may be avoided by those of a right; but in Case Administration be revoked, all lawful Acts done by the Executor or Administrator at that Time, may not be avoided. *Mich.* 37, 38 *Eliz. B. R. Wilson versus Packman.*

Executor or Administrator being sued, may plead that he never administred, or that he hath fully administred, and nothing left, that he cannot recover the Goods of the Deceased, or that he had only such Goods in his Possession, for which he is chargeable, and for no more; Debts of an higher Nature unsatisfied, or even Debts of the same Degree, for which he had given Security, &c. and will be good Barrs to the Action. *Co.* 5. 33. *Dyer* 30. 80. *Co.* 8. 132. 134. 21 *H.* 6. 19. *Dyer* 2, &c.

An Executor shall only be charged for such Goods or Monies as he can recover, and get into his Possession; and not for what he cannot get, or that there is a Prospect of getting; for until it is actually recovered and received, it is not accounted Assets. *Co. sup. Lit.* 124. 5. 31. *Bro. Assets* 24. *Dyer* 264. 121. 2 *H.* 4. 21. *Kelw.* 63.

Goods

Goods of other Persons in the House of the Testator shall not be charged as Assets to the Executors, but shall be delivered to the Persons to whom they belong.

Encrease gotten to the Executors by Merchandizing with the Testator's Goods shall be Assets in their Hands, and shall charge them; likewise Damages recovered by an Executor in any Action as Executor shall be Assets; also if a Lease be made to one for Life, the Remainder to his Executors for Years, and he dieth; this Remainder will be Assets in the Hands of his Executor, though it never were in the Testator, 11 *H.* 6. 35. 21 *E.* 4. 4. *b.* 3 *H.* 6. &c.

When Executors bring an Action, it shall be in all their Names, as well of them as do refuse, as others; but an Action against Executors may be brought against them all, or him or them only, which do administer. *Noy.* 103. 22 *Ed.* 3. 19. *&c.*

There may be as many Executors to his Will, as the Testator shall think fit; and if there be but one Executor made, yet he may refuse the Executorship coming into the Court before the Bishop or his Official, if he have not before meddled with any of the Goods, or with receiving of Debts, or paying of Legacies; and if there be many, and all refuse, then is the Party said to be dead Intestate. But if one only refuse, Administration shall be committed to the rest who are willing to prove the Will; and yet he who refus'd, still continues to be Executor.

Executors do more represent the Person of the Testator, than the Heir doth that of the Ancestor; for though an Executor be not named in a Mortgage, or Bond, yet the Law appoints him to receive the Money, not the Heir, unless he be expresly named.

If a Man dies Inteſtate having no Children, his Wife is to have half his Goods, and the other half ſhall be divided amongſt the neareſt of Kin to the Inteſtate, in equal Degree; but if there be Children of the Deceaſed, then the Wife is to have a third Part only, and the other two Thirds ſhall be equally divided amongſt the Children or their Repreſentatives. *Stat.* 22 & 23 *Car.* 2. *c.* 10.

And if after the Death of the Father, any of his Children die Inteſtate, without Wife or Children, in the Life-time of the Mother, every Brother and Siſter, or their Repreſentatives ſhall have an equal Share with her. *Stat.* 1. *Jac.* 2. 126.

No Repreſentatives ſhall be admitted among Collaterals, after Brothers and Siſters Children. And if there be no Wife, all ſhall be diſtributed among the Children, and if no Child, to the next of Kin to the Inteſtate, in equal Degree.

A Child provided for in the Life-time of the Father, is barred of his Share of Goods, *&c.* after his Father's Death, if ſuch Proviſion amounts to a full Share; but if it do not, he ſhall have ſo much as will make it up. And an Heir at Law ſhall have a full Share with the reſt, notwithſtanding what he may have by Deſcent or otherwiſe.

No Eſtate Tail can by Deviſe or otherwiſe be taken from the Heir, but Fee Simple may, and ſo may Freeholds and Chattels, where Cuſtom does not alter it: And a Deviſe to a Child in the Womb is good, if the Child be born before the Death of the Teſtator, but not otherwiſe: But a Deviſe to an Infant in the Womb of its Mother at the Time of the Death of the Teſtator, is void; for 'tis a Rule, that the Deviſee muſt be capable of the Thing deviſed at the Time of the

Death of the Devisor; if it be then to take Effect in Possession, and if it be a Remainder he must be capable of it at the Time when the Remainder shall happen, or else it is void. *Dyer* 303, 304. *Lit. Sect.* 168. *Bro. Sect.* 55. 9 *Jac.* 1. *B. R.* and 13 *Jac.* &c.

Devise of all Lands and Tenements conveys all Reversions as well as Possessions; and where Lands are devised for Payment of Debts, Personal Estate shall nevertheless be first applied towards it, according to Law.

Where Lands are devised by Will, the Will ought to be proved in Chancery; but of Goods it ought to be done in the Spiritual Court. And a Will both of Lands and Goods mix'd may be proved in the Spiritual Court.

A Devise of Lands to one and his Heirs Males, by a Man's Testament, the Devisee hath an Estate Tail; but otherwise it is upon a Grant or Feoffment, without expressing the Body. 27 *H.* 8. 27.

A Devise of Lands to *A. B.* he shall have the Lands for Term of his Life; but if the Devise were to him for ever, or to him and his Assigns, this is a Fee Simple. 22 *E.* 3, 16.

A Devise of Lands to another for to give, sell, or do with it at his Will and Pleasure, this is a good Fee Simple; for the Intent of the Devisor shall be so taken. 7 *E.* 6. *Br. Devise* 39.

A Devise is to be governed by the Intention, whether it be expressed by apt Words or not: And Words in a Will that worketh, or tends in Disinheriton, ought to be clear and strictly taken. Sir *Tho. Jones's Rep. f.* 112, 114, 172. *Holmes verf. Meynell. Gold verf. Goddard*, &c.

If

If a Man deviſeth Land to his eldeſt Son, it is void, for he is in by Deſcent: And if a Man deviſes his Lands to his two Sons (naming them by their Names) paying his Debts, they have no other but an Eſtate for Life; for when a Will is made, and it is doubtful how it ſhall be taken, it ſhall be as much as may be in Favour of the Heir to ſave his Inheritance. *Daliſon's Rep. f.* 13. *Pl.* 22.

And deviſes to charitable Uſes, and for the Benefit of Children, are always favourably conſtrued.

A Man deviſeth his Lands to two Men, and their Heirs, and dies, and then one of the Deviſees dieth, and the other ſurvives, he ſhall not have the Whole by Survivorſhip (as in Caſe of a Grant) but only one Moiety, and the Heir of the other Jointenant ſhall have the other Moiety *Br. Deviſes* 29.

A Man makes his Teſtament, and gives to five Men, their Heirs and Aſſigns, certain Houſes, to have Part, and Part alike, the one as much as the other; it has been adjudged, That they are Tenants in Common, and not Jointenants. *Lit. Rep. f.* 46. *Jacques* and *Thorogood verſ. Collins.*

In a Will the laſt Words of it do explain the firſt Words; but it is not ſo in a Grant. Where a Power is reſerved to a Man to revoke a Deed by Writing, ſubſcribed and ſealed by him in the Preſence of two or more credible Witneſſes in expreſs Words, *&c.* And he makes his Will in Writing in the Preſence of two credible Witneſſes, without making expreſs Revocation; this is a good Revocation, and the Will a good Execution of the Power. *Raymond's Rep.* 205, 301. *Guy verſ. Dormer.*

A

A Deviſe of the Profits of Land, is a good Deviſe of the Land it ſelf: And a Deviſe of a Houſe with the Lands belonging ſhall paſs Lands which have been uſed five or ſix Years with the Houſe, but if they were divided before the Deviſe, as half a Year or before or ſo, it is otherwiſe. *Bulſtrode 3 Part*, 105. *Palmer's Rep.* 375. *Inter Loftus* and *Barker*.

If a Man deviſeth that ſuch a Sum of Money ſhall be paid out of the Profits of his Lands, and the Profits will not amount to the Sum, in ſuch Caſe the Land may be ſold. *Ventris Rep. 2 Part. f.* 357.

If a Term be deviſed to one for Life, Remainder to another for Life, Remainder to a third for Life, *&c.* and ſo to twenty Perſons one after the other; this is a good Deviſe to all thoſe, notwithſtanding Objections of Poſſibilities upon Poſſibilities, if all the Perſons were *in eſſe* at the Time of the Deviſe, becauſe all the Candles are lighted at once. But if a Deviſe be to one for Life, who is not then in being (as the firſt Son) there no Limitation of a Term may be beyond it. *Sid. Rep. 1 Part f.* 451.

A Man lying *in Extremis*, having an Intent to deviſe his Lands by Words, maketh ſuch a Deviſe, but doth not command the ſame to be put into Writing; and another Man without the Knowledge or Command of the Deviſor, putteth it into Writing in the Life-time of the Deviſor; it was adjudged, that it is a good Deviſe; for it is ſufficient if the Deviſe be reduced into Writing, during the Life of the Deviſor. *Paſch. 24 Eliz. B. R. Leon. 3 Part* 79. &c.

If one make his Will in his Sickneſs, by the Importunity of his Wife, to the Intent he may be quiet, and not vexed and troubled by her; ſuch

such Will shall be adjudged to be made by Constraint, and not a good Will. *Rolls* Chief Justice in *B. R.* in the Case of *Hatcher* and *Newborne*.

A Devise to a Man and his Heirs, he hath Issue a Daughter, and dieth, his Wife privily with Child of a Son, the Daughter entreth, she shall retain the Land for ever, and yet the Son is Heir, but not to toll the Land before vested in the Daughter.

If certain Goods are devised to a Man, he cannot take them without the Delivery of the Executor, as has been before observed: And if a Man possessed of a Lease for Years of Lands, devises it to another, the Devisee cannot have it, or enter into it, without the Assent of the Executor or Administrator, 11 *H.* 4, 84, &c.

But if a Man devises a Term to one for Life, the Remainder to another for Life, with several Remainders over, the Consent by the Executor to the first Devisee will be a Consent to all the Remainders. *Co.* 10. *b.* And if a Man devises a Term to one, and a Rent out of it to another, and dies, and the Executor assents to the Legacy of the Term; this is also an Assent to the Rent. *Mich.* 13 *Jac. B. R.*

A Devise must be of a Thing certain, and agreeable to Law and Reason: And the Husband may devise to his Wife, though they are but one Person in Law, for this does not take Effect 'till after his Death.

If one having Lands in Fee, and other Lands for Years, devises all his Lands and Tenements, the Fee-Simple Lands only pass. *Trin.* 7. *Car. Rose* and *Bartlet*. *Cro. Car.* 293.

But if a Man hath Leases for Years only, and no Fee-Simple Lands, by the Devise of all his Lands

Lands and Tenements, the Leaſes for Years paſs, for otherwiſe the Will ſhould be merely void. *Cro. Car.* 293.

A Deviſe of Goods to an Executor is void, and he ſhall have the Goods as Executor, not as Deviſee. *Andr.* 1. 22.

Where one bequeaths all his Goods and Chattels, or all his Corn, *&c.* By ſuch Bequeſt doth paſs not only all that the Teſtator hath of the Thing at the Time of making the Teſtament, but alſo all that he hath at the Time of his Death, and that not only in Poſſeſſion, but in Expectation alſo. *Plow.* 343.

A Deviſe takes Effect before a Deſcent, becauſe the Deviſee is in by Act executed in the Deviſor's Life-time, though it be not conſummated 'till his Death. *Rolls Rep. Blandford's* Caſe.

Deviſes upon Condition that a Man do not marry any Perſon, the Condition is unlawful and void; ſo are many other Conditions annexed to Deviſes.

If a Husband be poſſeſſed of a Term or Leaſe for Years, in Right of his Wife, he cannot deviſe it by his Will; but he may grant it away, or diſpoſe of it in his Life-time; or if he make no Diſpoſition thereof, yet if he ſurvive her, then it falls to him; and in ſuch Caſe he may deviſe it by Will. *Co.* 1 *Inſt.* 35. 1. 6.

It has been held, that if one by Letter expreſs his Will for the Diſpoſal of his Lands, it is ſufficient: For it was the Caſe of one *Weſt*, who went beyond Sea, and wrote ſuch a Letter, wherein he willed, that his Lands ſhould go in ſuch Manner, and it was held a good Deviſe. *Mich.* 24. *Eliz.* &c.

If

If one deviſe, that *A. B.* ſhall have the Uſe and Occupation of all his Houſhold-ſtuff during his Life, and after his Deceaſe, that it ſhall remain to *C. D.* This is a good Deviſe of the Property of the Houſhold-ſtuff to *C. D.* But if the Thing it ſelf be bequeathed to *A. B.* it is otherwiſe, for the Gift of a Chattel perſonal to a Man for an Hour, is the Gift thereof for ever. 37 *H.* 6. 30 *Lit. Bro. Sect.* 388.

PRE-

PRECEDENTS.

The ſeveral Sorts of Precedents contained in this Volume, (to wit) Bargain and Sale, Gifts, Grants, Articles, ſpecial Conditions, Covenants, Exchanges, Deeds of Partition, Partnerſhips, ſpecial Releaſes, Letters of Attorney, Licences, Bills of Sale of Ships, Charterparties of a Freightment, Leaſes, Settlements of Perſonal Eſtates and Leaſes; and alſo of Annuities, Moneys in Funds, &c. inſtead of Joinſtures of Lands, &c.

Bargain and Sale.

A Bargain and Sale of Goods.

KNow all Men by theſe Preſents, That I *A. B.* of, *&c.* Gent', for and in Conſideration of the Sum of 50 *l.* of, *&c.* to me in Hand paid at and before the Sealing and Delivery of theſe Preſents by *C. D.* of, *&c.* Gent', the Receipt whereof I do hereby acknowledge, *Have* granted, bargained and ſold, and by theſe Preſents do fully, freely and abſolutely grant, bargain and ſell, unto the ſaid *C. D. All* the Goods, Houſhold-Stuff, and Implements of Houſhold, and all other Goods whatſoever mentioned and contained in the Schedule hereunto annexed, now remaining and being in a certain Meſſuage or Tenement called, *&c.* ſituate, lying and being in, *&c.* and now in the Tenure or Occupation of, *&c.* or of his Aſſigns; *To have and to hold* all and ſingular the ſaid Goods, Houſhold-Stuff, and Implements of Houſhold, and every of them, by theſe Preſents bargained and ſold, or mentioned

or intended to be bargained and sold, unto the said *C. D.* his Executors, Administrators, and Assigns for ever. And I the said *A. B.* for my self, my Executors and Administrators, to all and singular the said Goods, Utensils, Implements of Houshold and Houshold-Stuff, unto the said *C. D.* his Executors, Administrators, and Assigns, against me the said *A. B.* my Executors, Administrators, and Assigns, and against all and every other Person and Persons whatsoever, shall and will warrant and for ever defend by these Presents. *In Witness*, &c.

A Bargain and Sale of Goods conditional.

TO *all People* to whom these Presents shall come, I *A. B.* of, *&c.* send Greeting. *Know ye*, That I the said *A. B.* for and in Consideration of the Sum of, *&c.* to me in Hand at and before the Execution of these Presents well and truly paid by *C. D.* of, *&c.* Gent. the Receipt whereof I do hereby acknowledge, have bargained and sold, and by these Presents do bargain and sell unto the said *C. D.* one Silver Tankard, *&c. To have and to hold* the said bargained Premisses unto the said *C. D.* his Executors, Administrators and Assigns, for ever, To the only proper Use and Behoof of him the said *C. D.* his Executors, Administrators and Assigns, for evermore. *And* I the said *A. B.* for my self, my Executors and Administrators, the said bargained Premisses unto the said *C. D.* his Executors, Administrators and Assigns, against all Persons shall and will warrant and for ever defend by these Presents. *Provided* always, and it is hereby agreed between the Parties to these Presents, That if I the said *A. B.* my Executors,

Administrators or Assigns, or any of us, do and shall well and truly pay or cause to be paid unto the said *C. D.* his Executors, Administrators or Assigns, the Sum of, *&c.* of, *&c.* on the Day of, *&c.* for Redemption of the said hereby bargained Premisses; then these Presents, and every Clause, Article and Thing herein contained, shall cease, determine, and be utterly void, any Thing herein before contained to the contrary thereof in any wise notwithstanding. *In Witness*, &c.

A Bargain and Sale of a Waggon and other Goods, on Condition, in the Nature of a Mortgage.

THIS *Indenture* made the . Day of, *&c.* in the Year of our Lord, *&c.* and in the 12th Year, *&c.* *Between G. F.* of, *&c.* of the one Part, and *H. L.* of, *&c.* of the other Part: *Witnesseth*, That the said *G. F.* for and in Consideration of the Sum of 70 *l.* of lawful *British* Money, to him in Hand paid by the said *H. L.* at and before the Sealing and Delivery of these Presents, the Receipt whereof the said *G. F.* doth hereby acknowledge; *He* the said *G. F. hath* bargained and sold, and by these Presents doth, *&c.* unto the said *H. L.* one Waggon and Plow, with all Iron Geer, Horse Tackle, and other Appurtenances thereto belonging; and also, *&c.* *To have and to hold* the said Waggon and Plow, and all other the Goods and Chattels whatsoever above by these Presents bargained and sold unto the said *H. L.* as his own proper Goods and Chattels from henceforth for ever: *Provided* always, and upon Condition, That if the said *G. F.* his Heirs, Executors or Administrators, do well and truly pay or cause to be paid unto the said *H. L.* his Executors, Administrators or Assigns, at or in the

now Dwelling-house of, &c. situate in, &c. the Sum of, &c. in Manner following, (viz.) The Sum of, &c. Part thereof on, &c. next coming, and the full Sum of, &c. the Residue thereof on, &c. which will be in the Year of our Lord, &c. without any Deduction or Abatement for Taxes, or any other Impositions whatsoever; that then this present Indenture, and every Thing herein contained, shall cease, determine, and be void. *And* the said *G. J.* for himself, his Executors and Administrators, doth covenant and grant to and with the said *H. L.* his Executors, Administrators and Assigns, by these Presents, in Manner and Form following, (*viz.*) That in case he the said *G. J.* his Executors or Administrators, shall make Default of or in Payment of the said Sum of, &c. or any Part thereof, contrary to the Proviso or Condition aforesaid; that then he the said *H. L.* his Executors, Administrators and Assigns, shall and may peaceably and quietly have, hold, and enjoy the said Waggon, Plow, and all and singular other the Premises above by these Presents bargained and sold, or mentioned or intended to be, &c. and every Part and Parcel thereof, with their Appurtenances, *To* his and their own proper Use and Uses for ever, without any lawful Let, Trouble, Molestation, Hindrance or Denial of the said *G. J.* his Executors or Administrators, or of any other Person or Persons whatsoever. *And also*, That he the said *G. J.* his Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said *H. L.* his Executors, Administrators or Assigns, the said Sum of, &c. at the Days and Times, and in Manner and Form aforesaid, according to the true Intent and Meaning of these Presents. *And* the said *H. L.* for himself, his

Executors, Administrators and Assigns, doth covenant and grant to and with the said *G. F.* his Executors, Administrators and Assigns, by these Presents, That he the said *H. L.* his Executors, Administrators and Assigns, shall and will immediately after the Receipt of the said Sum of, *&c.* at the Days and Times above-mentioned, upon reasonable Request redeliver or cause to be redelivered unto the said *G. F.* his Executors, Administrators or Assigns, the said Waggon, Plow, *&c.* which is now received by the said *H. L.* of the said *G. F.* in as good Case and Condition as the same and every of them now are at this present Time. *In Witness*, &c.

A Bargain and Sale of a Jewel.

KNow all Men by these Presents, That I Sir *M. C.* of, *&c.* Bar^t, for and in Consideration of the Sum of, *&c.* to me in Hand paid by *S. F.* of, *&c.* the Receipt whereof I the said Sir *M. C.* do hereby acknowledge, and thereof do acquit and discharge the said *S. F.* his Executors and Administrators, by these Presents; *Have* given, granted, bargained and sold, and by these Presents do for me, my Heirs, Executors and Administrators, give, *&c.* unto the said *S. F.* one Jewel, containing two large Diamonds, *&c.* together with all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of me the said Sir *M. C.* my Heirs, Executors and Administrators, of and in the said Jewel: *To have and to hold* the said Jewel and Diamonds aforesaid, and all my Estate, Right, Title, Interest, Property, Claim and Demand, of or in to the same, unto the said *S. F.* his Executors, Administrators and Assigns, from the Day of the Date

hereof for ever. *Provided* always, and it is the true Intent and Meaning hereof, and of the Parties hereunto, and it is concluded and agreed upon by and between the said Parties, That if the said Sir *M. C.* his Heirs, Executors, Administrators or Assigns, do and shall well and truly pay or cause to be paid unto the said *S. J.* his Executors, Administrators or Assigns, the full Sum of, *&c.* at or upon the . . . Day of, *&c.* next, that then this Deed of Bargain and Sale to be void, and of none Effect. *And* the said *S. J.* for himself, his Executors and Administrators, doth covenant, promise and grant to and with the said Sir *M. C.* his Heirs, Executors and Administrators, upon Payment of the said Sum of, *&c.* as aforesaid, to deliver or cause to be delivered the Jewel aforesaid unto the said Sir *M. C.* his Executors, Administrators or Assigns. *And* the said Sir *M. C.* for himself, his Heirs, Executors, and Administrators, doth covenant, promise and grant to and with the said *S. J.* his Executors and Administrators, That he the said Sir *M. C.* hath in himself good Right, full Power and lawful Authority to grant, bargain and sell the said Jewel unto the said *S. J.* in Manner and Form as aforesaid, according to the true Meaning hereof. *In Witness*, &c.

A Bargain and Sale of Timber.

THis *Indenture* made, *&c. Between W. L.* of, *&c.* of the one Part, and *I. S.* of, *&c.* of the other Part: *Witnesseth*, That the said *W. L.* for and in Consideration of the Sum of, *&c.* to him in Hand paid by the said *I. S.* at and before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged; and

in

in Purſuance and Performance of certain Articles of Agreement, bearing Date, &c. and made or mentioned to be made between the ſaid *W. L.* of the one Part, and the ſaid *I. S.* of the other Part; *He* the ſaid *W. L. hath* granted, bargained and ſold, and by theſe Preſents doth grant, bargain and ſell unto the ſaid *I. S.* his Executors, Adminiſtrators and Aſſigns, *All* thoſe Timber-Trees or other Trees now ſtanding and being in a certain Wood or Coppice called, &c. marked by the ſaid *W. S.* and *I. S.* with the Letters, &c. containing in Number, &c. computed in the whole to be about, &c. Tuns; *And* alſo all the Loppings, Tops, Shrouds, Limbs and Boughs of the ſaid Timber Trees, or other Trees; *To have and to hold* the ſaid Timber Trees, Lops, Tops and Shrouds hereby bargained and ſold, or meant, mentioned or intended to be hereby bargained and ſold unto the ſaid *I. S.* his Executors, Adminiſtrators, and Aſſigns, to his and their own proper Uſe and Uſes for ever. *And* the ſaid *W. L.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and grant to and with the ſaid *I. S.* his Executors, Adminiſtrators and Aſſigns, and every of them, by theſe Preſents, That he the ſaid *I. S.* his Executors, Adminiſtrators or Aſſigns, ſhall and may peaceably and quietly have, hold, take, receive and enjoy, all and ſingular the ſaid Timber Trees, or other Trees and Premiſſes herein or hereby mentioned or intended to be granted, bargained and ſold, and every Part thereof, with Liberty to fell, cut, fetch and carry away the ſame, at his and their free Will and Pleaſure, to his and their proper Uſe and Uſes for ever, without any Let, Trouble, Moleſtation, Diſturbance or Denial of him the ſaid *W. L.* his Heirs

or Aſſigns, or any Perſon or Perſons lawfully claiming, or to claim, from, by or under him or them, or any or either of them. [To this may be added, a Covenant from *I. S.* to cut the Trees, and carry them away, by ſuch a Time as may be appointed; and in that Caſe, the Words above, *at his free Will and Pleaſure*, are to be omitted.] *In Witneſs*, &c.

A Bargain and Sale of Underwood.

THis *Indenture* made, *&c. Between A. B. &c.* of the one Part, and *E. D.* of, *&c.* of the other Part: *Witneſſeth*, That the ſaid *A. B.* for and in Conſideration of the Sum of, *&c.* to him in Hand paid by the ſaid *E. D. &c. Hath* bargained and ſold, and by theſe Preſents doth clearly bargain and ſell, unto the ſaid *E. D. All* thoſe his Coppice Woods and Underwoods now ſtanding and growing in a certain Coppice called, *&c.* and Hedge-Rows called, *&c.* lying in the Pariſh of, *&c.* containing, *&c.* Acres; (the Soil of the ſame Coppice Wood, and all Timber Trees, therein ſtanding, growing or being, and uſual and accuſtomed Standils there to be left, as are or have been, or ought to be, in ſuch like Caſes of felling of Wood left ſtanding, unto the ſaid *W. L.* his Heirs and Aſſigns, excepted and always reſerved:) *To have and to hold* the ſaid Coppice Wood unto the ſaid *E. D.* his Executors, Adminiſtrators and Aſſigns, to his and their Uſe and Uſes for ever. *And* the ſaid *A. B.* for himſelf his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and grant, to and with the ſaid *E. D.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That he the ſaid *E. D.* his Executors and Aſſigns, ſhall and may at all reaſonable Times,

have

have free Ingreſs, Egreſs and Regreſs, to and from the ſaid Coppice Woods and Underwoods with Horſe, Cart and Carriage at his Pleaſure for the felling, hewing, cutting down and carrying away the aforeſaid Coppice Wood and Underwood, without the Let or Interruption of any Perſon or Perſons whatſoever. *And* the ſaid *E. D.* for himſelf his Executors, Adminiſtrators and Aſſigns doth covenant, promiſe and grant to and with the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *E. D.* his Executors or Aſſigns at his or their own proper Coſt and Charges ſhall and will fence, amend and repair all the Hedges and Fences belonging to the ſaid Coppice and Hedge-rows, as ſhall be broken, trodden down, or otherwiſe waſted by Reaſon, or Occaſion of the felling, cutting or carrying away of the ſaid Coppice Wood and Under-wood for the Safeguard and Preſervation of the young Springs, growing in and upon the ſame. *And alſo* that he the ſaid *E. D.* his Executors or Aſſigns, ſhall not, nor will fell any of the ſaid Coppice Wood or Underwood, but in due and ſeaſonable Times of felling (that is to ſay) yearly between the Feaſts of, *&c. In Witneſs, &c.*

A Bargain and Sale of a Reverſion.

THIS *Indenture* made, *&c. Between E. R.* of, *&c.* of the one Part, and *F. R.* of, *&c.* of the other Part; *Witneſſeth*, That the ſaid *E. R.* for and in Conſideration of the Sum of, *&c.* to him in Hand paid by the ſaid *F. R.* at and before the Sealing and Delivery of theſe Preſents, the Receipt whereof the ſaid *E. R.* doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, releaſe, and diſcharge the

ſaid *F. R.* his Heirs and Aſſigns, by theſe Preſents, *hath* granted, bargained, ſold, and confirmed, and by theſe Preſents doth fully and abſolutely grant, bargain, ſell, and confirm unto the ſaid *F. R.* his Heirs and Aſſigns, *All* that the Reverſion and Reverſions, Remainder and Remainders; and alſo all the Eſtate, Right, Title, Intereſt, Claim, and Demand of him the ſaid *E. R.* which he the ſaid *E. R.* now hath, or ever had, or might, could, or ought to have of, and in one Cloſe, *&c.* And of all and ſingular other the Freehold Lands of the ſaid *E. R.* lying, *&c.* with their, and every of their Appurtenances; And alſo all Deeds, Evidences and Writings whatſoever, touching and concerning the ſaid Premiſſes only, or only any Part thereof, *To have and to hold* the ſaid Reverſion and Reverſions, Remainder and Remainders, of, in and to all and ſingular the ſaid Premiſſes above mentioned, to the ſaid *F. R.* his Heirs and Aſſigns, to the only proper Uſe and Behoof of him the ſaid *F. R.* his Heirs and Aſſigns for ever, to be holden of the Chief Lord or Lords of the Fee or Fees of the ſame Premiſſes, by the Rents and Services therefore due, and of Right accuſtomed. *And* the ſaid *E. R.* doth for himſelf his Heirs, and Aſſigns, covenant and grant to and with the ſaid *F. R.* his Heirs and Aſſigns, that he the ſaid *E. R.* hath not at any Time heretofore made any former or other Bargain, Sale, Gift, Grant, Leaſe, Releaſe, or Confirmation of the ſaid Premiſſes hereby granted, or of any Part thereof to any Perſon or Perſons whatſoever. And alſo that he hath not made, done, acknowledged or ſuffered any Statute, Recognizance, Judgment, Execution, or any other Act or Acts, Thing or Things whatſoever, whereby or where-

with

with the ſaid Premiſſes, or any Part or Parcel thereof, ſhall or lawfully may at any Time hereafter be extended or taken in Execution, or otherwiſe charged or incumbred; otherwiſe than by and with ſuch Eſtate, as, *&c.* hath or ought to have in the ſaid Premiſſes for Term of her Life, and otherwiſe than by and with the ancient and accuſtomed Rents and Services due, and to grow due for the ſame Premiſſes from Time to Time to the Chief Lord and Lords of the Fee and Fees, whereof the ſame Premiſſes are holden. Here adde Covenant for further Aſſurance. *In witneſs*, &c.

A ſhort Bargain and Sale of Lands to be inrolled.

THIS *Indenture* made, *&c.* *Between J. D.* of, *&c.* of the one Part, and *T. E.* of, *&c.* of the other Part; *Witneſſeth*, That the ſaid *J. D.* for and in Conſideration of the Sum of, *&c.* to him in Hand paid by the ſaid *T. E.* the Receipt whereof the ſaid *J. D.* doth hereby acknowledge he the ſaid *J. D. hath* granted, bargained and ſold, aliened and confirmed; and by theſe Preſents doth grant, *&c.* unto the ſaid *T. E.* his Heirs and Aſſigns for ever, *All* that Cloſe or Parcel of Meadow Ground commonly called or known, *&c.* cont', *&c.* ſcituate, *&c.* now in the Tenure of, *&c.* bounded, *&c.* And alſo all Trees, Woods, Underwoods, Tenths, Tithes, Commons, Common of Paſture, Profits, Commodities, Advantages, Emoluments and Hereditaments whatſoever, to the ſaid Cloſe of Ground above mentioned, belonging, or any wiſe appertaining, or in or upon the ſame Cloſe growing, happening, or ariſing. And alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services of the ſaid Premiſſes, and of

every

every Part thereof. And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of him the said *J. D.* of, in, and to the same Premisses, and every Part thereof. *To have and to hold* all and singular the said Premisses above-mentioned, and every Part and Parcel thereof, with the Appurtenances unto the said *T. E.* his Heirs and Assigns, to the only proper Use and Behoof of the said *T. E.* his Heirs and Assigns for ever. *And* the said *J. D.* for him and his Heirs, the said Close, Tithes and Premisses, and every Part thereof against him and his Heirs, and against all and every other Person and Persons whatsoever to the said *T. E.* his Heirs and Assigns, shall and will warrant, and for ever defend, by these Presents. *In Witness*, &c.

Gifts.

A Deed of Gift of Goods and Chattels.

TO *all People* to whom these Presents shall come, I *B. C.* of, *&c.* send Greeting. *Know ye*, That I the said *B. C.* for and in Consideration of the natural Love and Affection which I have, and bear unto my well-beloved Brother *P. C.* of, *&c.* And also for divers other good Causes and Considerations me hereunto moving, *Have* given and granted, and by these Presents do give, grant and confirm unto the said *P. C.* all and singular my Goods, Chattels, Leases, Debts, Ready Money, Plate, Jewels, Rings, Houshold-stuff, Apparel, Utensils, Brass, Pewter, Bedding, and all other my Substance whatsoever, moveable and immoveable, quick and dead, of what Kind, Nature and Quality soever the same are, and in what

what Place or Places ſoever the ſame be, ſhall or may be found, as well in mine own Cuſtody or Poſſeſſion, as in the Poſſeſſion, Hands, Power and Cuſtody of any other Perſon or Perſons whatſoever; *To have and to hold* all and ſingular the ſaid Goods, Chattels, Leaſes, Debts, and all other the aforeſaid Premiſſes unto the ſaid *P. C.* his Executors, Adminiſtrators and Aſſigns, to his and their own proper Uſe and Uſes for ever. *And* I the ſaid *B. C.* all and ſingular the aforeſaid Goods, Chattels and Premiſſes to the ſaid *P. C.* his Executors, Adminiſtrators and Aſſigns againſt all Perſons do warrant, and for ever defend by theſe Preſents. *And* further I the ſaid *B. C.* have put the ſaid *P. C.* in Poſſeſſion of all and ſingular the Premiſſes aforeſaid, by the Delivery unto him at the Sealing hereof, one Piece of broad Gold of the Coin of, *&c.* valued at and paſſing for, *&c.* *In Witneſs*, &c.

A Deed of Gift on Condition to pay Monies, and permit the Donee to enjoy during Life, &c. *in the Nature of a Will.*

THIS *Indenture* made, *&c. Between M. F.* of, *&c.* of the one Part, and *S. F.* of, *&c.* Son of the ſaid *M.* of the other Part; *Witneſſeth*, that the ſaid *M. F.* as well for and in Conſideration of the natural Love and Affection which ſhe hath and beareth unto her beloved Son *S. F.* As alſo of the Sum of 5 *s.* of, *&c.* to her in Hand paid by the ſaid *S.* ſhe the ſaid *M. F. Hath* given granted and confirmed, and by theſe Preſents doth give, *&c.* unto her ſaid Son *S. F. All* and ſingular her Goods, Chattels, Debts, ready Money, Plate, Jewels, Rings, Houſhold-ſtuff, Apparel, Utenſils, Braſs, Pewter, Bedding, and all other

ther her Subſtance whatſoever, moveable and immoveable, quick and dead, of what Nature, Kind, Quality and Condition ſoever the ſame are or be, and in what Place or Places ſoever the ſame ſhall be found, as well in her own Poſſeſſion and Cuſtody, as in the Cuſtody or Poſſeſſion of any other Perſon or Perſons whatſover, as they now are, or which at any Time hereafter during the Life of her the ſaid *M. J.* may be improved or increaſed; *To have and to hold* all and ſingular the ſaid Goods, Chattels, Monies, Debts, and all other the Premiſſes aforeſaid, unto the ſaid *S. J.* his Executors, Adminiſtrators and Aſſigns, to the only proper Uſe and Behoof of him the ſaid *S. J.* his Executors, Adminiſtrators and Aſſigns for ever. *Provided* always, and upon Condition that he the ſaid *S. J.* his Executors, Adminiſtrators and Aſſigns, do and ſhall permit and ſuffer her the ſaid *M. J.* to have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Goods, Chattels, Debts, Houſhold Goods, and all and ſingular the Premiſſes above granted, for and during ſo long Time as ſhe the ſaid *M. J.* ſhall happen to live: *And alſo*, that he the ſaid *S. J.* his Executors or Adminiſtrators do and ſhall, well and truly pay or cauſe to be paid unto, *&c.* the Sum of, *&c.* immediately after the Deceaſe of the ſaid *M. J.* *And* likewiſe do and ſhall bear, pay and diſcharge the Funeral Expences, which ſhall be laid out and expended in the Burial of her the ſaid *M. J.* to the Sum of, *&c.* at leaſt according to the true Intent and Meaning of theſe Preſents. *And* the ſaid *M. J.* for her ſelf, her Executors and Adminiſtrators, doth covenant, grant and agree to and with the ſaid *S. J.* his Executors and Adminiſtrators, that the ſaid *S. J.* his Executors and Adminiſtrators, by and under the Conditions

afore-

aforesaid, and not otherwise, shall and may peaceably and quietly have, hold and enjoy all and singular the Goods, Chattels, Debts and Premisses aforesaid in manner aforesaid, without any Molestation, Hinderance or Interruption by any Person or Persons whatsoever, claiming under her or by her Act, Means or Procurement. *In Witness*, &c.

A Gift of Goods and Chattels, on Condition to pay Debts and Legacies.

KNOW *all Men* by these Presents, That I *A. T.* of, *&c. Have* given and granted, and by these Presents do give and grant unto *R. T.* my Son, *All* my Leases or Lands held by Lease for Years, and all my Goods and Chattels, both real and personal, moveable and immoveable, quick and dead, of what Kind soever they be of, and in whose Hands, Custody or Possession soever they are; *To have and to hold* to the said *R. T.* and his Assigns for ever, to his and their own proper Use and Behoof for evermore: *Upon* Condition nevertheless that the said *R. T.* do, and shall well and truly pay, or cause to be paid all my Debts of what Nature soever, and to whomsoever they shall or may be due: *And also*, that the said *R. T.* shall pay and perform, or cause to be paid and performed *All* my Gifts and Legacies which I the said *A. T.* shall ordain and appoint by my last Will and Testament. *In Witness*, &c.

A Deed of Gift of Chattels made to ſave the Donee harmleſs from Bonds entred into for the Debts of the Donor.

TO *all People* to whom theſe Preſents ſhall come I *J. P.* of, *&c.* ſend Greeting: *Know ye*, that I the ſaid *J. P.* as well for the Indemnity diſcharge and ſaving harmleſs of *R. B.* of, *&c.* his Heirs, Executors and Adminiſtrators, of and from all Manner of Bonds and Writings Obligatory whatſoever, wherein the ſaid *R. B.* is and ſtandeth bound with or for me the ſaid *J. P.* in any Sum or Sums of Money to any Perſon or Perſons whatſoever; as alſo for divers other good Cauſes and Conſiderations me hereunto eſpecially moving, *Have* given, granted, bargained, ſold and confirmed, and by theſe Preſents do give, *&c.* unto the ſaid *R. B.* all and ſingular my Goods and Chattels whatſoever, as well real as perſonal, of what Kind, Nature and Quality or Condition ſoever the ſame are or be, and in what Place or Places ſoever the ſame ſhall or may be found, as well in my own Cuſtody and Poſſeſſion, as in the Hands, Cuſtody and Poſſeſſion of any other Perſon or Perſons whatſoever: *To have and to hold* all and ſingular the ſaid Goods and Chattels, and all other the Premiſſes, with the Appurtenances to the ſaid *R. B.* his Heirs, Executors, Adminiſtrators and Aſſigns, to his and their own proper Uſe and Uſes for ever: *And* I the ſaid *J. P.* and my Heirs, all and ſingular the ſaid Goods and Chattels, and other the Premiſſes unto the ſaid *R. B.* his Executors, Adminiſtrators and Aſſigns, ſhall and will warrant, and for ever defend by theſe Preſents. *Provided* always, that if I the ſaid *J. P.* my Executors, Admi-

Adminiſtrators or Aſſigns, or any of us, do and ſhall from Time to Time, and at all Times hereafter clearly acquit and diſcharge, or otherwiſe ſufficiently ſave and keep harmleſs the ſaid *R. B.* his Executors, Adminiſtrators and Aſſigns, and his and their Goods, Chattels, Lands, Tenements and Hereditaments, and every of them, of and from all and ſingular Bonds and Writings obligatory whatſoever, wherein or whereby the ſaid *R. B.* at the Requeſt, and for the Debt of me the ſaid *J. P.* is and ſtandeth bound to any Perſon or Perſons whatſoever, in any Sum or Sums of Money; and of and from all Manner of Actions, Suits, Charges, Troubles, Expences and Demands whatſoever, which ſhall or may on any Account hereafter happen, come, grow or be to or againſt the ſaid *R. B.* his Executors or Adminiſtrators, or any of them, for or by Reaſon or Means of the ſame Obligations or Writings obligatory, or any of them, or any Thing in them, or any of them, mentioned or contained, that then theſe Preſents, and every Thing herein contained ſhall be void, and of none Effect, any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

A Deed of Gift of Goods and Chattels made by an Adminiſtrator upon Truſt for Payment of Debts.

THIS *Indenture* made, *&c. Between A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part; *Witneſſeth*, that the ſaid *A. B.* for and in Conſideration of the Sum of, *&c.* to him in Hand paid by the ſaid *C. D.* at and before the Sealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *A. B.* doth hereby acknowledge, *&c.* and for divers other good

Cauſes

Cauſes and Conſiderations him hereunto eſpecially moving, *Hath* given, granted, bargained, ſold and confirmed, and by theſe Preſents doth give, *&c.* unto the ſaid *C. D.* all the Jewels, Rings, Plate, Money, Houſhold-ſtuff, and other Goods and Chattels whatſoever, which he the ſaid *A. B.* hath or ought to have, or hath any Intereſt, Right or Title unto, as Adminiſtrator of the Goods and Chattels of the Lady *D. S.* deceaſed, late Siſter of the ſaid *A. B.* and all other the Jewels, Rings, Plate, Money, Houſhold-Stuff, and other Goods and Chattels whatſoever of the ſaid *A. B.* (wearing Apparel excepted): *To have and to hold* the ſaid Jewels, Rings, Plate, Money, Houſhold-Stuff, and other Goods and Chattels before-mentioned, and every Part thereof (except as is herein before excepted) unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns for ever, as his own proper Goods and Chattels; *Upon* ſpecial Truſt and Confidence nevertheleſs, and to the Intent and Purpoſe, that the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, ſhall and will employ, and diſpoſe of all and ſingular the Premiſſes for, and towards the better Payment and Satisfaction of the Debts due from the ſaid *A. B.* to, *&c.* and in diſcharge of a Mortgage made unto, *&c.* of, *&c.* and, *&c.* *In Witneſs*, &c.

A Deed of Gift of a Mannor and Lands from a Father to a Son.

THis *Indenture* made, *&c.* *Between R. B.* the elder of, *&c.* of the one Part, and *R. B.* the younger of, *&c.* Son and Heir Apparent of the ſaid *R. B.* the elder, of the other Part. *Witneſſeth*, that the ſaid *R. B.* the elder, as well for and

and in Consideration of the natural Love and Affection which he the said *R. B.* the elder hath and beareth unto the said *R. B.* the younger, as also for the better Maintenance, Livelyhood and Preferment of him the said *R. B.* the younger, *Hath* given, granted, aliened, enfeoffed and confirmed, and by these Presents doth give, *&c.* unto the said *R. B.* the younger, his Heirs and Assigns, *All* that Capital Messuage or Dwelling-House formerly erected and built by, *&c.* with a Dove-house, Stable, Barn, Orchard, Garden and several Closes of Pasture thereunto adjoining and belonging, commonly called by the Names of, *&c. And* all that the Manor, Capital Messuage or Dwelling-house of, *&c.* All which Closes before particularly mentioned are Parcel of, or reputed to be Parcel of, or belonging to the said two Capital Messuages and Manor aforesaid, and are situate, lying and being in, *&c.* or in some or one of them in the said County of, *&c.* and were heretofore in the Tenure or Occupation of *S. A.* of, *&c.* his Assignee or Assigns, and since in the Tenure or Occupation of the said *R. B.* the elder, his Assignee or Assigns; all which said Premisses were lately purchased by the said *R. B.* the elder of the said *S. A.* and all and singular the Houses, Edifices, Buildings, Barns, Stables, Dove-houses, Courts, Curtilages, Gardens, Orchards, Lands, Tenements, Meadows, Pastures, Leasows, Feedings, Trees, Woods, Underwoods, Commons, Common of Pasture, Ways, Paths, Passages, Waters, Water Courses, Watering Places, Easements, Profits, Commodities, Royalties, Privileges, Franchise, Liberties, Advantages, Emoluments, Hereditaments and Appurtenances whatsoever, to the said Manor, Capital Messuages, Closes, Lands, Tenements, Hereditaments and

Premiſſes hereby mentioned, or intended to be granted, or to any of them, or to any Part or Parcel of them, belonging or in any wiſe appertaining, or therewithal commonly uſed, occupied or enjoyed, or accepted, reputed, taken or known, as Part, Parcel, or belonging of or to the ſame. *And alſo* all other the Lands, Tenements and Hereditaments of him the ſaid *R. B.* the elder, ſituate, lying and being in, *&c.* wherein he is ſeized of any Eſtate of Inheritance. *And* the Reverſion and Reverſions, Remainder and Remainders, Rents and Services of all and ſingular the ſaid Premiſſes: And all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever of him the ſaid *R. B.* the elder, of, in and to the ſame Manor, Capital Meſſuages, Cloſes, Lands, Tenements and Premiſſes, and of, in and to every Part and Parcel thereof, with their and every Part of their Appurtenances. *And* all Deeds, Evidences and Writings concerning the Premiſſes only, or only any Part thereof now in the Hands or Cuſtody of the ſaid *R. B.* the elder, or which he may get or come by without Suit in Law, together with true Copies of all other Deeds, Evidences and Writings concerning the ſaid Premiſſes only, or only any Part thereof amongſt other Lands, the ſame Copies to be made and written at the Coſts and Charges of the ſaid *R. B.* the younger, his Heirs or Aſſigns: *To have and to hold* the ſaid Manor, Capital Meſſuages, Cloſes, Lands, Tenements, Hereditaments, and all and ſingular the Premiſſes hereby granted, conveyed or mentioned, or intended to be granted and conveyed, with their and every of their Appurtenances unto the ſaid *R. B.* the younger, his Heirs and Aſſigns, to the only proper Uſe and Behoof of him the ſaid *R. B.*

the

the younger, his Heirs and Aſſigns for ever. *And* the ſaid *R. B.* the elder, for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe, grant to and with the ſaid *R. B.* the younger, his Heirs and Aſſigns, by theſe Preſents, that he the ſaid *R. B.* the younger, his Heirs and Aſſigns ſhall and lawfully may from henceforth for ever hereafter, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Manor, Capital Meſſuage, Cloſes, Lands, Tenements, Hereditaments, and Premiſſes hereby granted and conveyed, or mentioned, or intended to be hereby granted and conveyed with their and every of their Appurtenances, free, clear and diſcharged, or well and ſufficiently ſaved and kept harmleſs of and from all former and other Grants, Bargains, Sales, Gifts, Joyntures, Inroffments, Leaſes, Dowers, Eſtates, Entails, Rents, Rent-charges, Arrearages of Rents, Statutes, Judgments, Recognizances, Executions, Statutes Merchant, and of the Staple, Extents, and of and from all other Titles, Troubles, Charges and Incumbrances whatſoever, had, made, committed, done or ſuffered, or to be had, made, committed, done or ſuffered by him the ſaid *R. B.* the elder, his Heirs, Executors or Adminiſtrators, or any other Perſon or Perſons lawfully claiming, or to claim, by, from or under him, them, or any, or either of them. *In Witneſs*, &c.

Grants.

Grant of a Stewardſhip for Life.

TO *all People* to whom theſe Preſents ſhall come, I *T. S.* of, *&c.* ſend Greeting. *Know ye*, That I the ſaid *T. S.* for divers good Cauſes and Conſiderations me thereunto eſpecially moving, *have* given and granted, and by theſe Preſents do give and grant unto *T. C.* of, *&c.* the Office of Steward or Stewardſhip, and the keeping or Office of keeping all and all manner of Courts Leet, Courts Baron, or Views of Frankpledge, of or for the Manors or Lordſhips of, *&c.* in the County of, *&c.* and every of them. And I do hereby make, ordain, conſtitute and appoint the ſaid *T. C.* my chief and ſole Steward of all and ſingular my Courts Leet, Courts Baron, and Courts of View of Frankpledge within the Manors or Lordſhips aforeſaid, *To have*, hold, exerciſe, occupy and enjoy, the Office of Steward and Stewardſhip, and the holding and keeping of all manner of Courts uſually held or kept within the ſaid Manors or Lordſhips, and every of them, together with all manner of Fees, Perquiſites, Profits, Rewards and Advantages whatſoever to the ſaid Office of Steward or Stewardſhip belonging or appertaining, or uſually heretofore accuſtomed to be paid to and received by the Steward or Stewards thereof for the Time being, or for or by reaſon of the ſaid Office, unto the ſaid *T. C.* by himſelf, or by his ſufficient Deputy or Deputies, for and during the Term of the natural Life of the ſaid *T. C.* *In Witneſs*, &c.

Grant

Grant of a Stewardſhip to a Nobleman during Pleaſure.

TO *all People* to whom theſe Preſents ſhall come, *T.* Lord *M.* Baron of, *&c.* ſendeth Greeting. *Know ye*, That the ſaid *T.* Lord *M.* in Conſideration of the good and faithful Services already done and performed, and hereafter to be done and performed, by *D. W.* of, *&c.* Gent', and for divers other good Cauſes and Conſiderations him thereunto moving, *Hath* given and granted, and by theſe Preſents doth give and grant unto the ſaid *D. W.* the Office of Chief Steward of all and ſingular the Manors, Lordſhips, Lands, Tenements and Hereditaments whatſoever of him the ſaid *T.* Lord *M.* within the Kingdom of *England*, whereof he is now ſeized, or at any Time hereafter ſhall or may be ſeized, or whereof any other Perſon or Perſons whatſoever are now ſeized, or ſhall hereafter be ſeized, for the Uſe, Truſt and Benefit of him, his Heirs, Executors or Aſſigns, of any Eſtate whatſoever: And alſo the holding and keeping of all Courts, Courts Leet, Views of Frankpledge, and all other Courts, of what Kind ſoever the ſame be now belonging or appertaining to him the ſaid *T.* Lord *M.* or which hereafter ſhall belong to him as being ſeized thereof, upon any Uſe, or by reaſon of any Truſt of any Eſtate ſettled in any other Perſon or Perſons for his Uſe, or in Truſt for him, and which have been accuſtomed or uſed to be holden and kept within all and every, or any, of the Manors, Lordſhips, Lands, Tenements and Hereditaments of the ſaid *T.* Lord *M.* which he now hath, or ſhall at any time hereafter have, or which any other Perſon or Perſons now have,

or ſhall or may have, in Truſt for him, his Heirs, Executors or Aſſigns, within the Kingdom of *England*, in ſuch Sort, Manner and Form, and at ſuch Place and Places, and at ſuch Days and Times as ſuch Courts or any of them have heretofore been uſually kept and holden; *To have*, hold and enjoy the ſaid Office of Chief Steward and Stewardſhip of all and ſingular the Manors, Lordſhips, Lands, Tenements and Hereditaments of the ſaid *T.* Lord *M.* which he or any other Perſon or Perſons whatſoever now have, or hereafter ſhall or may have, in Truſt, or to the uſe of him or his Heirs, or for any other Eſtate whatſoever; and the holding and keeping of all and all manner of Courts uſually held and kept within the ſame, together with all and all manner of Fees, Rewards, Perquiſits, Profits and Advantages whatſoever to the ſaid Office of Chief Steward or Stewardſhip of all and every the Manors, Lordſhips, Lands, Tenements and Hereditaments of him the ſaid *T.* Lord *M.* aforeſaid, belonging or in any wiſe appertaining, or at any Time heretofore accuſtomed and uſed to be paid, rendred or received, to or by the Chief Steward or Stewards there for the Time being, for or by reaſon of the ſaid Office or Stewardſhip, or being Chief Steward of the ſame, unto the ſaid *D. W.* for and during my free Will and Pleaſure. *In Witneſs*, &c.

A Grant of the next Preſentation to a Parſonage.

TO *all People*, &c. I *A. B.* of, &c. ſend Greeting. *Know ye*, That I the ſaid *A. B.* for good Cauſes and Conſiderations me thereunto moving, *have* given and granted, and by theſe Preſents do give and grant unto *C. D.* of, &c. Clerk,

Clerk, the first and next Advowson, Nomination, Donation, Presentation and Disposition of the Rectory of, &c. in, &c. with all its Rights, Members and Appurtenances whatsoever, when it shall become void, either by the Death or Resignation of the present Incumbent, or otherwise. *In Witness*, &c.

Another Grant of the next Presentation to a Parsonage.

TO *all People*, &c. *T. A.* of, &c. Esq; the true and undoubted Patron of the Rectory or Parish-Church of, &c. in the County of, &c. and Diocese of, &c. sendeth Greeting. *Know ye*, That the said *T. A.* for divers good Causes and Considerations him thereunto moving, *Hath* given, granted and confirmed, and by these Presents doth, for him and his Heirs, give, grant and confirm unto *R. L.* of, &c. his Executors, Administrators and Assigns, the first and next Advowson, Donation, Nomination, Presentation, free Disposition and Right of Patronage, of and to the Parsonage, Rectory or Parish-Church of, &c. aforesaid; with full Power and Authority to and for the said *R. L.* his Executors, Administrators and Assigns, to present a fit Person to the said Rectory or Parish-Church whensoever the same shall first and next happen to become void by the Death, Resignation, Cession or Deprivation of, &c. the present Incumbent thereof, or otherwise howsoever, and to do and perform all and every other Act and Acts, Thing and Things whatsoever, in order to the same, in as full, large and ample manner, to all Intents and Purposes as the said *T. A.* or his Heirs may, might, or hereafter could have done, if this present Grant had

not been made, freed and discharged, or otherwise, by him the said *T. A.* and his Heirs, well and sufficiently saved harmless and indempnified of and from all and all manner of former or other Gifts, Grants, or other Incumbrances whatsoever, whereby to defeat or make void this present Grant, had, made, committed, done or suffered, or to be had, *&c.* by the said *T. A.* his Heirs or Assigns, or by any other Person or Persons whatsoever, lawfully claiming from, by, or under him, them, or any of them. *In Witness*, &c.

A Grant of an Annuity.

THis *Indenture* made, *&c. Between E. A.* of, *&c.* of the one Part, and *W. P.* of, *&c.* of the other Part: *Witnesseth*, That the said *E. A.* for and in Consideration of the Sum of, *&c.* to him in Hand paid by the said *W. P.* the Receipt whereof is hereby acknowledged: *He* the said *E. A. hath* given, granted and confirmed, and by these Presents doth give, *&c.* unto the said *W. P.* and his Assigns, one Annuity or yearly Rent-Charge of, *&c.* to be received, taken, had, and to be issuing out of *all* that Messuage, *&c.* situate, *&c.* and also out of, *&c.* with all and singular the Hereditaments and Appurtenances thereunto belonging, or used as Part or Parcel thereof; *To have and to hold* the said Annuity or yearly Rent-Charge of, *&c.* above mentioned, and every Part and Parcel thereof, unto the said *W. P.* and his Assigns, for and during the natural Life of him the said *W. P.* payable and to be paid in and upon, *&c.* yearly by even and equal Portions: *And* if it shall happen the said Annuity or yearly Rent-Charge of, *&c.* or any Part thereof,

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to be behind and unpaid, in Part or in all, by the Space of One and twenty Days next after either of the ſaid Days or Times for Payment thereof, whereon the ſame ſhould or of Right ought to be paid as aforeſaid; that then, and ſo often and at any Time thenceafter, it ſhall and may be lawful to and for the ſaid *W. P.* and his Aſſigns, into the ſaid Premiſſes, or into any Part thereof, to enter and diſtrain, and the Diſtreſs and Diſtreſſes then and there found to take, lead, drive, carry away and impound, and the ſame in Pound to detain and keep, until the ſame Annuity and the Arrears thereof, (if any ſhall happen to be) together with all Coſts and Charges thereabout, ſhall be fully paid and ſatisfied. *And* the ſaid *E. A.* for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid *W. P.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid *E. A.* his Heirs or Aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *W. P.* or his Aſſigns, the ſaid Annuity or yearly Rent-Charge of, *&c.* above-mentioned, at the Days and Times, and in Manner and Form above expreſſed, according to the true Intent and Meaning of theſe Preſents, *And alſo*, That the Meſſuages, Lands, Tenements and Hereditaments above-mentioned, to be charged or chargeable with the ſaid Annuity or yearly Rent-Charge hereby granted, ſhall from Time to Time be and continue overt and ſufficient for the Payment of the ſaid Annuity yearly during the Life of the ſaid *W. P.* *In Witneſs*, &c.

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A Grant of an Annuity out of Lands for Term of Life, with a Nomine Pœne *Diſtreſs and Covenant for further Aſſurance.*

THis *Indenture* made, *&c. Between R. F.* of, *&c.* of the one Part, and *J. C.* of, *&c.* of the other Part; *Witneſſeth*, That the ſaid *R. F.* in Conſideration of, *&c. Hath* given and granted, and by theſe Preſents doth, *&c.* to the ſaid *J. C.* one Annuity or yearly Rent of, *&c.* to be iſſuing out of *all* that Manor, *&c. To have*, perceive, take and receive, the ſaid Annuity or yearly Rent of, *&c.* to the ſaid *J. C.* and his Aſſigns from henceforth, for and during the Term of the natural Life of the ſaid *J. C.* to be yearly paid to the ſaid *J. C.* or his Aſſigns, during the Life of the ſaid *J. C.* at, *&c.* on, *&c.* the firſt Payment thereof to begin on, *&c.* next coming. *And* if it ſhall happen the ſaid Annuity or yearly Rent of, *&c.* or any Part thereof to be behind and unpaid, in Part or in all, by the Space of, *&c.* next, after either of the ſaid Days or Times for Payment thereof, and whereon the ſame ſhould or of Right ought to be paid as aforeſaid; that then for every ſuch Default or Payment thereof, or of any Part thereof, the ſaid *R. F.* his Heirs and Aſſigns, ſhall forfeit and loſe to the ſaid *J. C.* his Executors and Aſſigns, the Sum of, *&c. in Nomine Pœne: And alſo*, That then and at all Times, ſo often as any ſuch Default ſhall happen, from thenceforth it ſhall and may be lawful to and for the ſaid *J. C.* his Executors and Aſſigns, into the ſaid Manor of, *&c.* with the Appurtenances, or into any Part thereof, to enter and diſtrain, as well for the ſaid Annuity and yearly Rent, and all Arrearages thereof, as alſo for all and every Pain and Pains aforeſaid ſo to be forfeited as afore-

aforesaid, and all Arrearages thereof, and all and every such Distress and Distresses in and upon the Premisses, or any Part thereof, to be found, lawfully and quietly to take, lead, drive and carry away, and detain and keep, until the said Annuity or yearly Rent, and Pain and Pains aforesaid, and all Arrearages thereof, together with their Costs and Damages in that Behalf to be sustained, shall be fully paid and satisfied. *And* the said *R. F.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *J. C.* his Executors, Administrators and Assigns, That the said Manor and Premisses above mentioned shall remain, continue and be at all Times hereafter chargeable with, and liable to, all and every the Distress and Distresses of the said *J. C.* and his Assigns, there to be had and taken at any Time for Default of Payment of the said Annuity, and Pain and Pains aforesaid, to be forfeited as aforesaid, or any Part thereof, according to the Purport and true Intent and Meaning of these Presents. *And also*, That during the natural Life of the said *J. C.* the said Manors and Premisses shall be and continue of the clear yearly Value of, *&c.* over and above all Reprises: *And* that he the said *R. F.* now is true and lawful Owner of the said Manor of, *&c.* with the Appurtenances, of a good, lawful and indefeazable Estate of Inheritance in Fee-Simple. *And further*, That the said *R. F.* and his Heirs, if it shall be found hereafter that the Assurance of the said Annuity by these Presents made shall not be a full and sufficient Assurance thereof to the said *J. C.* that then, upon Notice thereof given and Request made to the said *R. F.* or his Heirs, by the said *J. C.* or his Assigns, the said *R. F.* and his Heirs shall, at his and their own Costs and

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Charges in the Law, make all and every ſuch further and other Aſſurance and Aſſurances to the ſaid *J. C.* of the ſaid Annuity for the Term of his natural Life, as by him the ſaid *J. C.* or his Councel learned in the Law, ſhall be reaſonably deviſed, adviſed and required. *In Witneſs, &c.*

A Grant of an Annuity on Condition, in the Nature of a Mortgage.

THis Indenture made, *&c. Between J. I.* of, *&c.* of the one Part, and *R. D.* of, *&c.* of the other Part: *Witneſſeth*, That the ſaid *J. I.* for and in Conſideration of the Sum of, *&c.* to him in Hand paid by the ſaid *R. D.* at and before the Sealing and Delivery of theſe Preſents, the Receipt whereof the ſaid *J. I.* doth hereby acknowledge; he the ſaid *J. I.* hath given and granted, and by theſe Preſents doth give and grant, unto the ſaid *R. D.* one Annuity or yearly Rent of, *&c.* iſſuing and going out of *all* thoſe Meſſuages, Lands, Tenements and Hereditaments, lying and being in, *&c.* aforeſaid, now in the Tenure of, *&c.* and out of all other the Lands, Tenements and Hereditaments whatſoever of him the ſaid *J. I.* in, *&c.* aforeſaid; *To have*, hold and enjoy the ſaid Annuity or yearly Rent of, *&c.* and every Part and Parcel thereof, to the ſaid *R. D.* his Heirs and Aſſigns, *To* the only proper Uſe and Behoof of the ſaid *R. D.* his Heirs and Aſſigns, for ever, payable and to be paid at the Feaſts of, *&c.* yearly, by even and equal Portions. *And* if it ſhall happen the ſaid yearly Rent of *&c.* or any Part thereof, to be behind and unpaid after any of the ſaid Feaſts or Days of Payment on which the ſame ought to be paid as aforeſaid; then it ſhall and may be lawful to and for the

ſaid

ſaid *R. D.* his Heirs and Aſſigns, into the ſaid Meſſuages, Lands, Tenements and Hereditaments, and into every or any Part thereof to enter and diſtrain, and the Diſtreſs and Diſtreſſes there found, to lead, drive and carry away, and impound and detain, until he or they ſhall be of the ſaid Annuity or yearly Rent ſo being behind, and the Arrearages thereof (if any be) fully ſatisfied, contented and paid. *And* the ſaid *J. I.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and grant, to and with the ſaid *R. D.* his Heirs, Executors, Adminiſtrators and Aſſigns, That he the ſaid *J. I.* is and ſtandeth ſeized of and in the Meſſuages, Lands, Tenements and Hereditaments in, *&c.* aforeſaid, at the Time of Delivery of theſe Preſents, of the clear yearly Value of, *&c.* over and above all Charges and Reprizes, of a good and perfect Eſtate in Fee-Simple; and that he hath in himſelf full Power and lawful Authority to charge the ſame with the ſaid Annuity or yearly Rent of, *&c.* in Manner aforeſaid; and that the ſame Meſſuages, Lands, Tenements and Hereditaments, ſhall be at all Times hereafter overt, and ſubject to the Diſtreſſes of the ſaid *R. D.* his Heirs and Aſſigns, when he or they ſhall come to diſtrain for the ſaid Rent, or any Part thereof behind. *And* that he the ſaid *J. I.* his Heirs, Executors, Adminiſtrators and Aſſigns, ſhall and will at all Times hereafter keep, acquit, diſcharge or ſave harmleſs the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and every Part thereof, of and from all manner of former Bargains, Sales, Jointures, Dowers, Statutes, Judgments, and all other Titles, Charges and Incumbrances whatſoever, in ſuch manner that the ſaid *R. D.* his Heirs and Aſſigns, ſhall

and

and may have and enjoy the ſaid Annuity or yearly Rent of, &c. and every Part thereof, for ever peaceably and quietly, without any lawful Let or Interruption of any Perſon or Perſons whatſoever. *And alſo*, That he the ſaid *J. I.* and his Heirs, ſhall and will at all Times hereafter, upon the reaſonable Requeſt of the ſaid *R. D.* his Heirs and Aſſigns, and at the Coſts and Charges of the ſaid *J. I.* his, &c. make, do and execute, or cauſe or procure to be made, &c. all and every ſuch further Act and Acts, Thing and Things in the Law whatſoever, for the further, better, and more perfect Aſſurance and ſure making of the ſaid Annuity or yearly Rent of, &c. to the ſaid *R. D.* his Heirs and Aſſigns, as by the ſaid *R. D.* his Heirs or Aſſigns, or his or their Councel learned in the Law ſhall be reaſonably deviſed, adviſed and required. *Provided* always, and it is agreed between the ſaid Parties to theſe Preſents, That if the ſaid *J. I.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *R. D.* his Executors, Adminiſtrators, or Aſſigns, at, &c. in and upon, &c. the Sum of, &c. that then and from thenceforth the ſaid Annuity or yearly Rent of, &c. and every Part thereof, ſhall ceaſe, determine, and be void. *And* that then the ſaid *R. D.* his Heirs and Aſſigns, ſhall deliver up, or cauſe to be delivered up to the ſaid *J. I.* his Heirs and Aſſigns, ſo paying the ſaid Sum of, &c. this preſent Deed, and all other Aſſurances concerning the ſame Annuity, to be cancelled; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

A Grant of a Rent-Charge during Life, in Conſideration of Service.

THIS *Indenture* made, *&c. Between A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part: *Witneſſeth*, That the ſaid *A. B.* for and in Conſideration of the good and faithful Service of the ſaid *C. D.* heretofore done and performed, and for other good Cauſes and Conſiderations him hereunto eſpecially moving, *Hath* given, granted and confirmed, and by theſe Preſents for himſelf, his Heirs, Executors and Adminiſtrators, doth give, grant and confirm unto the ſaid *C. D.* one Annuity or yearly Rent of, *&c.* to be iſſuing, payable and going out of, *&c. To have*, hold, receive and take the ſaid Annuity or yearly Rent of, *&c.* for and during the Term of his natural Life, at the Feaſts of, *&c.* [*Here a Clauſe of Diſtreſs, as before.*] *And* the ſaid *A. B.* doth covenant and grant to and with the ſaid *C. D.* That he the ſaid *A. B.* at the Time of the Sealing and Delivery of theſe Preſents, hath full Power, good Right, and lawful Authority, to charge the ſaid Meſſuages, *&c.* with the Payment of the ſaid Annuity or annual Rent of, *&c.* in Manner and Form aforeſaid: *And alſo*, That the ſaid Meſſuage, *&c.* and every Part thereof, now are, and ſo ſhall hereafter remain, continue and be, during the Term of the natural Life of the ſaid *C. D.* as aforeſaid, overt, chargeable, ſufficient and liable to and for the Diſtreſs of the ſaid *C. D.* for the Non-payment of the ſaid Annuity or Annual Rent-Charge of, *&c.* and for the Arrearages thereof, if any ſhall happen to be. *And further*, That he the ſaid *A. B.* his Heirs and Aſſigns, and all and every other

other Perſon or Perſons which now are, or hereafter ſhall be ſeized of the ſaid Meſſuages, *&c.* and of every or any Part or Parcel thereof, ſhall and will at all Times, during the natural Life of the ſaid *C. D.* pay or cauſe to be paid unto the ſaid *C. D.* the ſaid Annuity or Annual Rent of, *&c.* at the Times before in theſe Preſents limited, according to the true Intent and Meaning of theſe Preſents. *In Witneſs*, &c.

Proviſo for Revocation of the Grant of Annuity.

Provided nevertheleſs, and upon Condition, That if the ſaid *A. B.* ſhall at any Time, during his natural Life, pay or tender unto the ſaid *C. D.* the Sum of One Shilling or more of, *&c.* with Intent and on Purpoſe to revoke, fruſtrate and make void, the ſaid Annuity or Grant thereof; that then, and from thenceforth, this preſent Deed, and all and every the Gift, Grant and Limitation of the Rent aforeſaid, and the ſaid annual or yearly Rent ſo by theſe Preſents given and granted, or mention'd to be granted, ſhall ceaſe and be void, any Thing herein contained to the contrary notwithſtanding. *In Witneſs*, &c.

A Grant of a yearly Rent to one and his Heirs for ever.

This Indenture made, *&c. Between H. B.* of, *&c.* of the one Part, and *G. D.* of, *&c.* of the other Part: *Witneſſeth*, That the ſaid *H. B.* for and in Conſideration of, *&c. hath* given and granted, and by theſe Preſents doth for him and his Heirs freely and abſolutely give and grant unto the ſaid *G. D.* one yearly Rent or Sum of, *&c.* iſſuing and going out of *all* that Meſſuage, *&c.*

To have and to hold, receive and enjoy, the ſaid yearly Rent of, *&c.* unto the ſaid *G. D.* his Heirs and Aſſigns for ever, *To* the only proper Uſe and Behoof of the ſaid *G. D.* his Heirs and Aſſigns for ever, to be paid at or in, *&c.* at or upon, *&c.* yearly, by even and equal Portions, the firſt Payment thereof to begin at the firſt of the ſaid Days that ſhall happen next after the Date of theſe Preſents: *And* if it ſhall happen, *&c.* (a *Nomine Pœne*, and Clauſe of Diſtreſs.) *And* the ſaid *H. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid *G. D.* his Heirs and Aſſigns, in Manner and Form following, (that is to ſay) That he the ſaid *H. B.* for and notwithſtanding any Act, Matter or Thing by him done or committed to the contrary, now hath full Power and lawful Authority to charge the ſaid Meſſuage and Premiſſes, and every Part thereof, with the ſaid yearly Rent and Sum of, *&c.* *And* that the ſaid Meſſuage and Premiſſes, and every Part thereof, notwithſtanding any ſuch Act as aforeſaid, ſhall be and remain for ever hereafter ſufficiently overt and liable to and for the Diſtreſs of the ſaid *G. D.* his Heirs and Aſſigns, for the ſaid Rent and Penalty, and all Arrearages thereof, according to the true Intent and Meaning of theſe Preſents. *In Witneſs*, &c.

A Grant of a Rent-Charge to a Woman as a Jointure, and in Lieu of Dower in the Nature of a Settlement.

THis *Indenture* made, *&c.* *Between J. H.* of, *&c.* of the one Part, and *D. O.* of, *&c.* of the other Part. *Whereas* a Marriage is intended to be ſhortly ſolemnized between *L. H.* Son and

Heir apparent of the ſaid *J. H.* and the ſaid *D. O.* and upon the Contract of the ſaid Marriage it is agreed, That the ſaid *D. O.* ſhall after the Deceaſe of the ſaid *L. H.* if ſhe ſhall happen to ſurvive him, be provided of a competent Income and Maintenance in Lieu and Recompence of her Jointure and Dower of and in the Lands, Tenements and Hereditaments, whereof the ſaid *L. H.* ſhall hereafter happen to be ſeized during the Coverture between him and the ſaid *D. O. Now this Indenture witneſſeth*, That the ſaid *J. H.* in Purſuance of the ſaid Marriage Contract, *hath* given and granted, and by theſe Preſents doth give and grant unto the ſaid *D. O.* one Annuity or yearly Rent-Charge of, *&c.* to be iſſuing, going, and yearly payable unto the ſaid *D.* and her Aſſigns, from and immediately after the Death and Deceaſe of the ſaid *L. H.* out of *all* that the Manor of, *&c. To have*, hold and enjoy the ſaid Annuity or yearly Rent of, *&c.* and every Part thereof, unto the ſaid *D. O.* and her Aſſigns, from and immediately after the Death and Deceaſe of the ſaid *L. H.* for, by, and during the natural Life of the ſaid *D. O.* in full of her Jointure and Dower as aforeſaid, the ſaid Annuity or Rent-Charge to be paid unto the ſaid *D. O.* and her Aſſigns yearly, at the four moſt uſual Feaſts or Terms in the Year, (that is to ſay) *&c.* the firſt Payment to be made, *&c. And* if it ſhall happen, *&c.* (a Clauſe of *Nomine Pœne* and of Diſtreſs on Non-payment of the Rent-Charge:) And Covenants may be added to provide for the Children by further Annuities, with Clauſe of Diſtreſs, *&c.*

Arti-

Articles.

Articles of Agreement between an Attorney and his Clerk.

Articles of Agreement, indented, had, made, concluded, and agreed upon the Day of, &c. *in the Year of,* &c. Between G. J. *of,* &c. *of the one Part, and* N. H. *of,* &c. *of the other Part.*

IMprimis, Whereas the ſaid *N. H.* hath placed *J. H.* his Son unto the ſaid *G. J.* as a Clerk, with him to dwell for the Space of five Years, to be accounted from the Date hereof, and hath paid with him One hundred Guineas; It is therefore covenanted and agreed in manner following, (that is to ſay.)

Firſt, The ſaid *N. H.* doth covenant with the ſaid *G. J.* that the ſaid *J. H.* his Son, ſhall faithfully ſerve him the ſaid *G. J.* as his Clerk, without imbezling, miſpending or purloining any of the Eſtate, Monies, Goods, Writings or Chattels of him the ſaid *G. J.* or any of his Clients which ſhall be received by the ſaid *J. H.* or committed to his Care or Charge: And that he ſhall not at any Time or Times abſent himſelf from his ſaid Maſter's Service without his Conſent, or directly or indirectly diſcloſe or make known any Secrets, either of his ſaid Maſter's or his Clients, to their, or either of their Prejudice, but ſhall in all Things behave himſelf as a true and faithful Servant or Clerk ought to do.

Item, That the ſaid *N. H.* ſhall and will from Time to Time, during the ſaid Term, find and

provide for the ſaid *J. H.* all manner of Apparel, both Linen and Woolen.

Item, The ſaid *G. J.* for the Conſiderations aforeſaid doth covenant with the ſaid *N. H.* that he ſhall and will during the ſaid Term in the beſt Manner that he can inform and inſtruct the ſaid *J. H.* in the Profeſſion of the Law and Practice of an Attorney of the Court of *Queen's-Bench* at *Weſtminſter*: And ſhall and will at the End of the ſaid five Years (at the Requeſt and Coſts of the ſaid *N. H.*) procure the ſaid *J. H.* to be admitted one of the Entring Clerks in the Court of *Queen's Bench*, under the Prothonotary or chief Clerk of the ſaid Court.

Item, That he the ſaid *G. J.* ſhall and will during the ſaid Term find and provide for the ſaid *J. H.* competent and ſufficient Meat, Drink and Lodging, and allow him 20 *s.* a Year for waſhing his Linen, and pay him 4 *l.* a Year, to wit, 20 *s.* a Term towards his Expences in finding himſelf with Cloaths.

Item, That in Caſe the ſaid *G. J.* or the ſaid *J. H.* ſhall happen to die within one Year next coming, that then he the ſaid *G. J.* will repay to the ſaid *N. H.* 80 *l.* and if either of them ſhall happen to die after one Year, and before the End of two Years next, then he will repay 60 *l.* And in Caſe either of them ſhall happen to die after the End of two Years, and before the End of three Years next coming, then he will repay the Sum of 40 *l.* *In Witneſs*, &c.

Articles

Articles of Agreement about Watring of Meadows, and keeping of Flood Hatches, *&c.*

Articles of Agreement made, &c. Between A. B. *of*, &c. *of the one Part, and* C. D. *of*, &c. *of the other Part.*

Whereas there has lately arisen between the said Parties divers Controversies and Disputes concerning the Use and Enjoyment of the Water running in a certain Brook or Rivulet, commonly called, *&c.* for the overflowing, watering and improving of a certain Plot of Meadow Ground belonging to the said *C. D.* commonly called or known by the Name of, *&c.* in, *&c.* cont', *&c.* And likewise concerning the repairing and amending of the Hatches, commonly called or known by the Names of *C.* and *E.* set up by the said *C. D.* and *A. B.* between the said Meadow, called, *&c.* and a Parcel of Meadow belonging to the said *A. B. Now* for the putting a final End and amicable Conclusion to all the Controversies and Differences aforesaid, and for the asserting and assuring the several Rights of either of them the said Parties in the future Use and Enjoyment of the said Water to their mutual Benefit and Advantage. *It is hereby* fully agreed and concluded by and between the said Parties to these Presents, and they the said *A. B.* and *C. D.* do for themselves respectively (and not the one for the other) and for their several and respective Heirs, Executors and Administrators, covenant, promise and grant to and with each other, and the respective Heirs, Executors and Administrators of the other by these Presents in Manner and Form follow:

following; (that is to ſay) *That* for and during ſo long Time as he the ſaid *C. D.* ſhall think fit to keep the ſaid Hatches called *C.* for the watering of the ſaid Meadow called *&c.* he the ſaid *C. D.* his Heirs, Executors and Adminiſtrators, ſhall and will from Time to Time, and at all Times when and as often as Need ſhall require, at his and their own proper Coſts and Charges, well and ſufficiently repair, amend and maintain the ſaid Hatches called *C.* in ſuch Manner as the ſame may be uſeful as well to and for the watering, overflowing and improving of the ſaid Meadow belonging to the ſaid *A. B.* called, *&c.* as of the ſaid Meadow called, *&c.* belonging to the ſaid *C. D.* *And* that during all ſuch Time as the ſaid Hatches called *E.* ſhall continue to the Uſe aforeſaid, he the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, ſhall and will from Time to Time, and at all Times, when and as often as Need ſhall require, at his and their own proper Coſts and Charges, well and ſufficiently repair, amend and maintain the ſaid Hatches called *E.* whereby the ſame may be likewiſe uſeful for watering the ſaid Meadow called, *&c.* belonging to the ſaid *C. D.* *And* that they the ſaid *A. B.* and *C. D.* their Heirs, Executors and Adminiſtrators, ſhall and may from henceforth, and at all Times whilſt the ſaid Hatches ſhall remain and continue as aforeſaid peaceably and quietly uſe, have, take and enjoy the ſaid Hatches for the watering, overflowing and improving their ſaid reſpective Meadows, alternatively for, and by the Space of one Week for each and every three Acres in the ſaid Meadow contained; (that is to ſay) the ſaid *C. D.* ſhall and may uſe, have, take and enjoy the ſame three Weeks for and in reſpect of the nine Acres contained in his

his ſaid Meadow, and the ſaid *A. B.* ſhall and may have, take, uſe and enjoy the ſame two Weeks for and in Reſpect of the ſix Acres in his ſaid Meadow contained: And that as often in every Year, and in Turn as aforeſaid, as Occaſion ſhall require, without any the Lett, Hinderance, Moleſtation or Interruption of either of them, their or either of their Heirs, Executors or Adminiſtrators. *And alſo*, that ſuch of them the ſaid Parties, their Heirs, Executors or Adminiſtrators, who ſhall firſt cut and mow his or their reſpective Meadow in the beginning of each and every Seaſon, ſhall have the Preference and Liberty firſt to make uſe of and enjoy the ſaid Water and Hatches, during the Time hereby allotted and appointed as aforeſaid, and afterwards the other alternatively in Manner as aforeſaid: And for the true Performance of this Agreement either of them the ſaid Parties doth bind himſelf, his Heirs, Executors and Adminiſtrators unto the other Party, his Heirs, Executors and Adminiſtrators, in the penal Sum of 100 *l.* of, *&c.* firmly by theſe Preſents. *In Witneſs*, &c.

Articles of Agreement for digging of Coals, with good Covenants.

Articles of Agreement indented, had, made, &c Between J. M. *of*, &c. *of the one Part, and* E. A. *of*, &c. *and* W. N. *of*, &c. *of the other Part, as followeth* (viz.)

IMprimis, the ſaid *J. M.* for and in Conſideration of the Rents, Covenants and Agreements hereinafter mentioned, on the Part and Behalf of the ſaid *E. A.* and *W. N.* to be paid, obſerved and performed, he the ſaid *J. M. hath*

given and granted, and by theſe Preſents doth give, *&c.* unto the ſaid *E. A.* and *W. N.* their Executors, Adminiſtrators and Aſſigns, full and free Liberty and Licence from Time to Time, and at all Times for and during the Term of 21 Years now next coming, to ſearch, dig and mine for Coals in any of the Grounds of him the ſaid *J. M.* lying in, *&c.* now in the Poſſeſſion of, *&c.* and to dig and ſink Pits therein: And in order thereunto, to drive and draw a Level for draining and carrying away the Water from Time to Time, ariſing in any of the ſaid Grounds, which ſhall or may annoy, hinder or obſtruct the working of any Mines therein; and alſo to land the Coals by them there to be found and digged, as aforeſaid, and to convert the ſame to their own Uſe,

Item, Each of them the ſaid *E. A.* and *W. N.* in Conſideration of the Premiſſes for himſelf ſeverally and apart, and not jointly, and for his ſeveral Executors and Adminiſtrators doth hereby ſeverally covenant and grant to and with the ſaid *J. M.* his Heirs and Aſſigns: That they the ſaid *E. A.* and *W. N.* ſhall and will, well and truly, pay or cauſe to be paid unto the ſaid *J. M.* his Heirs or Aſſigns for every Eight Shillings worth of Coals that ſhall be digged or found in, or landed upon any of the ſaid Grounds by them the ſaid *E. A.* and *W. N.* or either of them, or by any other Perſon, by their, or either of their Order, Permiſſion, Privity or Conſent, the Sum of one Shilling clear of, and over and beſides all Taxes, Reprizes, and other Charges whatſoever, either ordinary or extraordinary, and ſo proportionably for whatſoever Quantity of Coals ſhall be digged or landed in or upon the ſaid Premiſſes, or any Part thereof. *And alſo,*

ſo, that they the ſaid *E. A.* and *W. N.* their Executors, Adminiſtrators and Aſſigns, ſhall and will not only permit and ſuffer any Perſon or Perſons, as ſhall be from Time to Time appointed by the ſaid *J. M.* his Heirs and Aſſigns, to take an Account of all Coals that ſhall be landed on any of the ſaid Grounds, but alſo ſhall and will employ ſuch Perſons, and weekly pay him ſuch, and the like Wages, as ſhall be by them, or either of them paid to any other Land Work-men there; ſo as ſuch Perſon ſo appointed be an able Land Workman for digging for, or landing the ſaid Coals, and ſo as he do and ſhall perform the Work and Service of a Land Workman, as other Workmen ſo employed uſually perform and do: And further, that to the End and Intent the ſaid *J. M.* his Heirs and Aſſigns ſhall and may have from Time to Time juſt and true Accounts of all ſuch Coals as ſhall be landed on the ſaid Premiſſes, or any Part thereof; it ſhall and may be lawful to and for him the ſaid *J. M.* his Heirs and Aſſigns, and for ſuch Perſon or Perſons as he ſhall for that Purpoſe appoint to inſpect the Books of Account kept of, for or about the ſaid Coal Work, and at his Coſts to tranſcribe, or take Copies of ſuch Part thereof, as he or they ſhall think fit.

Item, Each of them the ſaid *E. A.* and *W. N.* doth hereby ſeverally covenant and grant to and with the ſaid *J. M.* his Heirs and Aſſigns, that they the ſaid *E. A.* and *W. N.* ſhall and will at their own Coſts and Charges, at the Determination, or ceaſing of their Term, Liberty and Licence hereby granted, not only remove and carry away out of the ſaid Ground, all the Earth, Stone, and other Rubbiſh that ſhall then be or remain thereon: But alſo ſhall and will fill all

and

and every the Pit and Pits that they or either of them ſhall make therein, and level and lay even the ſame with other Parts of the Ground there. *And* ſhall and will within ſix Months after the End of the ſaid Term ſufficiently make and amend ſuch Fences and Hedges as ſhall be broken down, or ſpoiled by the Means aforeſaid. *Provided* always, and it is agreed by and between the ſaid Parties to theſe Preſents, that if at any Time hereafter the ſaid *E. A.* and *W. N.* or either of them, ſhall forbear or omit to dig for or land Coals, as aforeſaid, by the Space of ſix Months after the Levels once broke up in the Ground at any one Time together, that then and from thenceforth the Liberty and Licence hereby given, and granted, ſhall ceaſe, determine, and be utterly fruſtrate and void to all Intents and Purpoſes whatſoever, any Thing herein contained to the contrary notwithſtanding. *And* that then, and in ſuch Caſe it ſhall and may be lawful to and for the ſaid *J. M.* his Heirs and Aſſigns, to dig or cauſe Coals there to be digged and landed; and the ſame to have and diſpoſe to his own Uſe, and for ſo doing to have the Benefit and Advantage of the Level or Levels prepared or made for draining the Water out of the ſaid Mines. *And* further, that in Caſe the ſaid Work ſhall be continued to the End of the ſaid Term, or as long as Coals can or may be found in or upon the ſaid Premiſſes, or any Part thereof, that then all ſuch Levels and Drains, as ſhall have been made in or upon the ſaid Premiſſes, ſhall and may remain unaltered as long as the ſaid *E. A.* and *W. N.* ſhall think neceſſary for draining any other Work of theirs. *Provided* always, and ſo as the ſaid *E. A.* and *W. N.* their Executors, Adminiſtrators and Aſ-

ſigns,

ſigns, ſhall, well and ſufficiently preſerve, maintain and keep the Lands of the ſaid *J. M.* and the Tenants thereof from all Damages that may happen or accrue by means of the Continuance of ſuch Levels and Drains. *In Witneſs*, &c.

Articles for Conveying of an Eſtate.

Articles of Agreement made, &c. Between E. L. *of*, &c. *and* M. *his Wife, Sole Daughter and Heir of* W. W. *late of*, &c. *of the one Part, and* J. B. *of*, &c. *of the other Part.*

Whereas the ſaid *W. W.* was in his Life-time ſeized in Fee, or ſome other Eſtate of Inheritance of and in all that Meſſuage, *&c.* lying, *&c.* which ſaid Meſſuage and Premiſſes with the Appurtenances by the Death of the ſaid *W. W.* are deſcended and come unto the ſaid *M.* Wife of the ſaid *E. L.* as Sole Daughter and Heir of the ſaid *W. W. Now theſe Preſents witneſs*, that the ſaid *E. L.* and *M.* his Wife do for themſelves their Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *J. B.* that they the ſaid *E. L.* and *M.* his Wife for and in Conſideration of the Sum of, *&c.* to be paid as herein after is mentioned, ſhall and will, at or before, *&c.* next enſuing the Date hereof at the Coſts and Charges in the Law of the ſaid *J. B.* make a good, perfect and abſolute Eſtate in Fee-Simple of the ſaid Meſſuage, *&c.* whether by Fine or otherwiſe, as by the ſaid *J. B.* or his Councel ſhall be adviſed. *And* the ſaid *J. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *E. L.* his Heirs, Executors and Adminiſtrators, that upon the making

of

of ſuch Aſſurance of the ſaid Premiſſes, as aforeſaid; and the acknowledging of a Fine by the ſaid *E.* and *M.* in ſuch manner, as the ſaid *J. B.* ſhall be adviſed, that he the ſaid *J. B.* ſhall and will pay or cauſe to be paid unto the ſaid *E. L.* the full Sum of, *&c. In Witneſs*, &c.

Articles of Agreement for the Aſſignment of the Remainder of a Term of Years to attend the Fee.

Articles of Agreement made, &c. Between I. A. *of*, &c. *of the one Part, and* S. F. *of*, &c. *of the other Part.*

IMprimis, Whereas by Indenture bearing Date, *&c.* made or mentioned to be made between *T. S.* of, *&c.* of the one Part, and *I. C.* of, *&c.* of the other Part, the ſaid *T. S.* for the Conſiderations therein mentioned, did demiſe and grant unto the ſaid *I. C.* all that Meſſuage, *&c.* ſituate, *&c.* together with all Ways, Paſſages and Appurtenances thereunto belonging; *To have and to hold* the ſaid Meſſuage or Tenement and Premiſſes, with the Appurtenances, unto the ſaid *I. C.* his Executors, Adminiſtrators and Aſſigns, from, *&c.* unto the full End and Term of 21 Years, from thence next enſuing, *At* and under the yearly Rent of, *&c.* payable, *&c.* as in and by the ſaid Indenture of Leaſe, Relation being thereunto had, more at large may appear. *And whereas* the Eſtate and Intereſt of the ſaid *I. C.* in and to the ſaid Premiſſes for the Remainder of the ſaid Term of 21 Years, is by mean Aſſignments come unto, and legally veſted in the ſaid *I. A.* *And whereas* the ſaid *T. S.* hath ſince conveyed the Inheritance of the ſaid Premiſſes unto the ſaid

ſaid *S. F.* and his Heirs. *Now it is* hereby agreed by and between the ſaid Parties to theſe Preſents, and the ſaid *I. A.* for himſelf his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *S. F.* his Executors and Adminiſtrators, by theſe Preſents, that he the ſaid *I. A.* and all other Perſon and Perſons, having or claiming any Eſtate, Title or Intereſt in the ſaid Premiſſes by, from or under him, or the ſaid *I. C.* ſhall and will, on or before, *&c.* next, for the Conſiderations hereafter mentioned grant, bargain, ſell, aſſign and ſet over unto the ſaid *S. F.* his Executors, Adminiſtrators and Aſſigns, or to ſuch other Perſon or Perſons as he ſhall appoint, the ſaid recited Indenture of Leaſe, and all his and their Eſtate, Title, Intereſt, Term of Years yet to come and unexpired, claim and demand whatſoever in and to the ſaid Meſſuage, or Tenement and Premiſſes, with the Appurtenances, by Vertue of the ſaid recited Indenture of Leaſe or otherwiſe howſoever, by ſuch Conveyance as Council ſhall adviſe. *In Conſideration* of which Aſſignment the ſaid *S. F.* doth hereby covenant, promiſe and agree to pay or cauſe to be paid unto the ſaid *I. A.* his Executors, Adminiſtrators or Aſſigns, the Sum of, *&c.* on the ſaid Day, *&c.* next, deducting thereout all ſuch Sum and Sums of Money, as are due and in arrear unto the ſaid *S. F.* of the ſaid yearly Rent of, *&c.* payable by the ſaid recited Indenture of Leaſe, until, *&c.* next, which the ſaid *I. A.* doth hereby promiſe and agree, ſhall be thereout deducted accordingly. *In Witneſs*, &c.

Articles

Articles of Agreement for the Sale of a Manor, &c. and for levying a Fine thereof; and that the Mortgagees ſhall aſſign their Eſtates, &c.

Articles of Agreement indented, had, made, &c. Between *Sir* G. B. *of,* &c. *Baronet, of the one Part, and* I. N. *of,* &c. *Eſq; of the other Part.*

Imprimis, It is agreed between the ſaid Parties, and the ſaid Sir *G. B.* doth hereby covenant and agree to and with the ſaid *I. N.* and his Heirs, for and in Conſideration of the Sum of, *&c.* to be paid in ſuch Manner as hereinafter is mentioned to grant, bargain, ſell and convey unto the ſaid *I. N.* and his Heirs, *All* that the Manor and Lordſhip of, *&c.* with the Rights, Royalties, Members and Appurtenances thereof, in the ſaid County of, *&c.* And alſo all that, *&c.* and all and ſingular the Meſſuages, Farms, Lands, Meadows, Paſtures, Woods, Wood Grounds, Waſtes, Heaths, Furzes, Moors, Marſhes, Waters, Fiſhings, Fiſhing Places, Courts, Court Leets, Profits, Commons, Commodities, Hereditaments and Appurtenances whatſoever, to the ſaid Manor and Lordſhip, *&c.* and every or any of them belonging or appertaining, or therewithal uſed, occupied or enjoyed, or accepted, reputed, deemed or taken, as Part, Parcel or Member thereof, or of any Part thereof; *And* all other the Manors, Meſſuages, Farms, Lands, Rents, Meadows, Paſtures, Woods, Wood Grounds, Commons, Tenements and Hereditaments whatſoever, whereof the ſaid Sir *G. B.* or any Perſon or Perſons in Truſt for him, ſtandeth or ſtand ſeized, ſituate, lying or being within the Manors, Towns, Fields, Pariſhes,

Parishes, Hamlets, Precincts and Territories of, *&c.* in, *&c.*

And the said Sir *G. B.* doth hereby also covenant with the said *I. N.* that he the said Sir *G. B.* and *M.* his Wife, shall and will, on or before, *&c.* now next ensuing levy a Fine, and make such further Assurances of all and singular the Premisses above-mentioned unto the said *I. N.* his Heirs and Assigns, as shall be reasonably advised or required; *And* that the Trustees and Mortgagees of the said Estate shall assign their Estates and Mortgages in and upon the said Premisses to the said *I. N.* his Heirs, Executors, or Administrators, or to such as he or they shall appoint.

And the said *I. N.* doth hereby for himself his Heirs, Executors and Administrators, covenant, grant and agree to and with the said Sir *G. B.* that he the said *I. N.* in Consideration thereof, shall and will pay the Sum of, *&c.* in manner following, (that is to say) the Sum of, *&c.* Part thereof to, *&c.* on, *&c.* in Discharge of the Mortgages now upon the said Estates, the said, *&c.* assigning his Mortgage to the said *I. N.* or to such Person or Persons as he shall appoint, and the Sum of, *&c.* residue of the said, *&c.* to the said Sir *G. B.* in full for the Purchase of the Manor and Premisses above-mentioned.

And it is hereby mutually agreed by and between the said Parties to these Presents, that the said *I. N.* his Heirs or Assigns, shall and may enter into and upon, and take Possession and receive the Rents and Profits of all and singular the said Premisses above-mentioned, at, *&c.* next ensuing the Date of these Presents.

And it is hereby further agreed, that the Costs and Charges of Suit (if any be) in procuring a

good Conveyance from the ſaid Sir *G. B's* Truſtees or Mortgagees, is to be deducted and allowed out of the laſt Payment of the ſaid Sum of, *&c.* to the ſaid Sir *G. B.* And that the ſaid *I. N.* his Heirs, Executors or Adminiſtrators, ſhall have Liberty to make uſe of the Name of the ſaid Sir *G. B.* in any Suit or Suits for that Purpoſe. *In Witneſs*, &c.

Articles of Agreement for holding of a Farm one Year, at a Rack-Rent made to an Undertenant.

Articles of Agreement made, &c. Between W. G. *of*, &c. *of the one Part, and* W. W. *of*, &c. *of the other Part as followeth*, (viz.)

IMprimis the ſaid *W. G.* for himſelf his Executors, Adminiſtrators and Aſſigns doth covenant, promiſe and grant to and with the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, (That for and under the Rent and Covenants herein after mentioned, and reſerved on the Tenant's Part and Behalf to be paid and performed) It ſhall and may be lawful to and for the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns; to have, hold, poſſeſs and enjoy, *All that* Farm commonly called or known by the Name of, *&c.* ſituate, *&c.* with all the Houſes, Outhouſes, Buildings, Barns, Stables, Arable Lands, Meadows, Paſtures, Sheepſlights, Commons, Common of Paſture, with all and ſingular other the Appurtenances, as the ſame now is, or late was in the Poſſeſſion of the ſaid *W. G.* (one, *&c.* and alſo all the Coppices, Woods and Underwood belonging to the ſaid Farm, excepted and always reſerved) from, *&c.* next enſuing

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the Date of these Presents, for and during and unto the full End and Term of one whole Year, from thence next ensuing, and fully to be compleat and ended without any the Let, Hinderance, Molestation or Denial of him the said *W. G.* or any other Person or Persons whatsoever, claiming under him, *And* also, that he the said *W. G.* shall and will indempnify, and save harmless the said *W. W.* of and from all, and all Manner of Taxes, Impositions and Payments, both ordinary and extraordinary whatsoever, which during the said Term, shall be laid or imposed upon the said demised Premisses, or any Part thereof. *And* likewise shall and will allow, or cause to be allowed unto the said *W. W.* within the said Year 500 of Faggots, and two Loads of Plock-wood, and convenient Plow-bote by Assignment, and not otherwise; and that it shall and may be lawful to and for the said *W. W.* to take and carry off the Hay that shall grow on the said Farm and Premisses, during the Term hereby granted at the End and Expiration of the said Term. *And* shall and may also hold and enjoy, all that Close called, *&c.* Parcel of the said Farm, for the spending of the Straw that shall grow upon the Premisses until the third Day of *May* next after the Expiration of the said Term, and the Barns and Back-side belonging to the Premisses, until the 24th Day of *June* then next following.

Item, The said *W. W.* for himself his Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said *W. G.* his Executors, Administrators and Assigns, by these Presents, That he the said *W. W.* shall and will well and truly pay or cause to be paid unto the said *W. G.* or his Assigns, the Rent or Sum of, *&c.* at or upon the Feasts of, *&c.* next ensuing the

Date of these Presents, by even and equal Parts and Portions: *And* shall and will also pay or cause to be paid unto the said *W. G.* his Executors or Assigns, the further Sum of, *&c.* for each and every Acre of Meadow or Pasture Ground, belonging to the said Farm, which he the said *W. W.* his Executors or Assigns, shall plow, break up or convert to Tillage, over and above the Rent before reserved. *And also* shall and will keep the Fences belonging to the said Premisses which now are or hereafter shall be made in good and sufficient Repair; and the same so repaired (together with all and singular the before granted Premisses) shall and will at the End of the said Term hereby granted, peaceably and quietly leave and yield up unto the said *W. G.* his Executors or Assigns. *And* further, that he the said *W. W.* shall and will in good Husband-like Manner, spend and employ all the Straw, Compost and Soil, which now is or hereafter shall arise, grow, or be made upon the said Farm and Premisses, upon such Part or Parts of the said Farm as shall be most convenient.

And lastly, The said *W. W.* for himself, his Executors and Administrators, doth covenant, promise and agree to and with the said *W. G.* his Executors and Administrators, by these Presents, that he the said *W. W.* his Executors or Administrators, shall and will, well and truly pay or cause to be paid unto the said *W. G.* his Executors or Assigns, the full Sum of, *&c.* in Manner and Form following (that is to say) the Sum of, *&c.* in Hand, at and before th'ensealing and Delivery of these Presents; and, *&c.* the Remainder thereof at or upon, *&c.* next in full Payment and Satisfaction of, and for the Wheat now sown upon the Farm, *&c.* *In witness*, &c.

Articles

Articles of Agreement in Conſideration of a Marriage for ſettling the Wife's Eſtate, conſiſting of Lands in Fee-Simple and Terms of Years, and for paying the Wife a Sum of Money in Lieu of a Jointure, &c.

Articles of Agreement Tripartite, indented, had, made, &c. between T. W. *of,* &c. *of the firſt Part,* I. W. *Spinſter, Daughter of,* &c. *of the ſecond Part, and* A. W. *of,* &c. *and* J. L. *of,* &c. *of the third Part, as followeth* (viz.)

WHereas the ſaid *I. W.* by Vertue of the Will of, *&c.* or otherwiſe, is ſeized to her and her Heirs in Fee-Simple of and in certain Meſſuages or Tenements, with the Appurtenances ſituate and being in, *&c. And whereas* the ſaid *I.* is alſo poſſeſſed of, or intereſſed in, for the Remainder of a Term of 99 Years, if the ſaid *I. &c.* or either of them ſhall live ſo long of, and in all that one Meſſuage or Tenement, with the Appurtenances ſituate in, *&c.* in the Poſſeſſion of, *&c.* by Vertue of one Indenture of Leaſe thereof granted to the ſaid *I.* by, *&c. And whereas* a Marriage is intended (by God's Grace) ſhortly to be had and ſolemnized between the ſaid *T. W.* and *I. W.* with whom the ſaid *T. W.* is to have and receive 500 *l.* in Money, over and beſides the Houſes above-mentioned, as and for her Marriage Portion: *It* is therefore covenanted and agreed by and between the ſaid Parties to theſe Preſents in Manner following (*viz.*)

Imprimis, The ſaid *T. W.* for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid *A. W.* and *J. L.* their Heirs and Aſſigns, that they the ſaid *T. W.* and *I.* his intended Wife,

in Case the said intended Marriage shall take Effect, shall and will within six Months after the said intended Marriage, shall be had and solemnized by Fine and other good and sufficient Conveyances in the Law, settle and assure all such Messuages and Tenements whereof she is seized, as aforesaid, with the Appurtenances, to the Use and Behoof of the said *T. W.* and his Assigns during the Term of his natural Life, and from and after the Determination of that Estate, then to the Use and Behoof of the said *A. W.* and *J. L.* their Heirs and Assigns, during the natural Life of the said *T. W.* In Trust to preserve and support the contingent Remainders hereinafter limited, and from and after the Decease of the said *T. W.* then to the Use and Behoof of the said *I.* his now intended Wife, for and during the Term of her natural Life: And from and after her Decease, then to the Use and Behoof of the Heirs of the Body of the said *I.* by the said *T. W.* lawfully to be begotten; and for Default of such Issue, then to the Use and Behoof of the said *I.* her Heirs and Assigns for ever; and to and for none other Use, Intent or Purpose whatsoever.

Item, The said *T. W.* doth for himself, his Heirs and Assigns, further covenant and grant to and with the said *A. W.* and *J. L.* their Heirs and Assigns, that they the said *T. W.* and the said *I.* his intended Wife, shall and will by like good and sufficient Conveyances in the Law, settle and assure the said Messuage or Tenement, with the Appurtenances above-mentioned, to be situate, *&c.* in the Possession of, *&c.* in such Manner as that the same may be held and enjoyed, and the Rents and Profits thereof may be had, received and taken by the said *T. W.* and his Assigns, during so many Years of the said Term as

as he ſhall happen to live. And from and after his Deceaſe, *then* by the ſaid *I.* his intended Wife, and her Aſſigns, for and during ſo many Years of the ſaid Term as ſhe ſhall happen to live; and from and after her Deceaſe then by ſuch Children of the ſaid *I.* by the ſaid *T. W.* lawfully to be begotten, in ſuch Manner as it may not be in the Power of the ſaid *T. W.* to defeat ſuch their Iſſue: And for Default of ſuch Iſſue, then by the Executors and Adminiſtrators of the ſaid *I.* and upon none other Truſt, and to, or for none other Intent or Purpoſe whatſoever.

Item, Foraſmuch as the ſaid *T. W.* is not at preſent ſeized or poſſeſſed of an Eſtate ſufficient to make a Jointure for the ſaid *I.* his intended Wife, equivalent to her ſaid Fortune, the ſaid *T. W.* doth for himſelf, his Heirs and Aſſigns, covenant and grant to and with the ſaid *A. W.* and *J. L.* their Heirs and Aſſigns, that in Caſe the ſaid intended Marriage ſhall take Effect, and he the ſaid *T. W.* ſhall happen to die in the Life-time of the ſaid *I.* that then he the ſaid *T. W.* ſhall and will by his laſt Will, or otherwiſe, give and aſſure unto the ſaid *I. W.* the Sum of 500 *l.* of, *&c.* or the full Value thereof in Lands, Tements, Goods or Chattels, to be at her own proper Diſpoſal, and to be by her received and taken to her own ſeparate Uſe and Benefit. *In Witneſs*, &c.

Articles of Agreement, giving a Wife Power after Marriage to diſpoſe of her own Eſtate as ſhe ſhall think fit, and to recover Debts, give Releaſes, *&c.* without her Husband.

Articles of Agreement Tripartite, indented, had, made, &c. Between R. S. *of*, &c. *of the firſt Part*, H. K. *of*, &c. *of the ſecond Part, and* R. L. *of*, *&c.* H. J. *of*, &c. *and* J. K. *of*, &c. *of the third Part.*

Imprimis, Whereas the ſaid *H. K.* either in her own Right, or as Executrix of her late Huſband *W. K.* deceaſed, ſtands poſſeſſed of and intereſted in ſeveral Meſſuages, Lands, Tenements, Goods and Chattels, and of ſeveral Debts owing to her by Bond and ſimple Contract: *And whereas* a Marriage is intended (by the Grace of God) to be ſhortly had and ſolemnized between the ſaid *R. S.* and *H. K.* It is therefore agreed by and between the ſaid Parties to theſe Preſents in Manner and Form following: (that is to ſay,)

Firſt, That the ſaid *H. K.* ſhall and may, after Solemnization of the ſaid Marriage alone, and ſeparate from her ſaid intended Husband, let and ſet all the Lands and Tenements whereof ſhe is ſeized, poſſeſſed or intitled unto, and from Time to Time, during the intended Coverture, have, receive and take to her own ſeparate Uſe and Benefit, the Rents and Profits thereof, and her Receipts therefore ſhall be from Time to Time a good Diſcharge to the Perſons paying the ſame; and may alſo mortgage, ſell and diſpoſe of her Lands: In which Mortgages or Sale, the ſaid *R. S.* ſhall join for making the ſame effectual, but not covenant further than againſt himſelf.

Item,

Item, That the ſaid *H. K.* alone, and ſeparate from her ſaid intended Husband, ſhall and may receive to her ſeparate Uſe all Debts owing to her, and that her Receipts alone ſhall from Time to Time be a ſufficient Diſcharge to the Perſons paying the ſame; and in caſe any Perſon or Perſons ſhall neglect or refuſe to pay any Debts or Sums of Money owing to her as aforeſaid, it ſhall be lawful for her the ſaid *H.* to uſe the Name of the ſaid *R. S.* in any Action or Suit to be brought for Recovery thereof, ſo as the ſaid *R. S.* ſhall be put to no Coſts or Charges thereabout.

Item, That it ſhall be lawful for the ſaid *H. K.* to make a Will, and ſhe is hereby impower'd to make her laſt Will, or any Writing purporting her laſt Will, and thereby to give and diſpoſe of any Part of her Eſtate, either real or perſonal, to whom and in what manner ſhe ſhall think fit, which Will he the ſaid *R. S.* will allow of, and confirm.

Item, The ſaid *R. S.* for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *R. L. H. J.* and *J. K.* their Executors and Adminiſtrators, That he the ſaid *R. S.* his Executors or Adminiſtrators, ſhall not nor will at any Time hereafter receive any Debt or Debts, Sum or Sums of Money whatſoever due, owing or belonging, or which ſhall become due or owing to her the ſaid *H.* upon any Account whatſoever: Neither ſhall or will ſell, diſpoſe or otherwiſe convert to his own Uſe, any of the Moneys, Goods, Chattels or perſonal Eſtate, whereof the ſaid *H.* is or may be in any manner poſſeſſed of, or intereſted in: Neither ſhall nor will in any manner whatſoever obſtruct or hinder the ſaid *H.* in the Diſpoſal or Diſpoſition of the ſame, or any Part thereof. *Provided* always,

That if the ſaid *R. S.* ſhall be moleſted or damnified by reaſon of any Debt or Debts owing by the ſaid *H. K.* that then it ſhall be lawful for him the ſaid *R. S.* to receive out of the Eſtate of the ſaid *H.* all ſuch Coſts and Damages as he ſhall ſuſtain or be put unto, by reaſon of ſuch Debts or Sums. *In Witneſs*, &c.

Articles of Marriage, in the Nature of a Settlement of a Perſonal Eſtate, with Condition, That if the Wife dies within a certain Space of Time, Part of her Portion is to be refunded: And that the Portion given with the Wife, is not the full Proviſion intended for her by her Relations, but to be made equal to that of other Children.

Articles of Agreement Tripartite, indented, made &c. *Between* A. M. *of*, &c. *of the firſt Part*; G. H. *Daughter of* P. H. *of*, &c. *of the ſecond Part*; *and the ſaid* P. H. *of the third Part.*

WHereas a Marriage is intended ſhortly to be had and ſolemnized between the ſaid *A. M.* and *G. H.* upon which ſaid Marriage he the ſaid *A. M.* will be entitled to, and is to receive of and from the ſaid *P. H.* the Sum of 400 *l.* or the Value thereof, as and for the Marriage Portion of the ſaid *G. H.* *Now* it is hereby agreed by and between the ſaid Parties to theſe Preſents; and *Firſt*, in Conſideration of the ſaid intended Marriage, and of the ſaid Sum of 400 *l.* which the ſaid *A. M.* will be intitled to, and is to receive by and upon the ſaid intended Marriage, in caſe the ſame takes Effect; he the ſaid *A. M.* for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe, grant and

agree

agree, to and with the ſaid *P. H.* his Executors and Adminiſtrators, in manner following; (that is to ſay) That in caſe the ſaid Marriage ſhall take Effect, and the ſaid *G. H.* ſhall happen to die within the Space of five Years next after the Solemnization of the ſaid intended Marriage, having no Child or Children living at the Time of her Deceaſe, and he the ſaid *A. M.* ſurviving her: That then he the ſaid *A. M.* ſhall and will pay or cauſe to be paid unto the ſaid *P. H.* his Executors, Adminiſtrators or Aſſigns, the Sum of 150 *l.* of, *&c.* Part of the Marriage Portion aforeſaid, within ſix Months next after the Deceaſe of her the ſaid *G. H.* dying as aforeſaid.

Item, It is agreed, and for the Conſiderations aforeſaid, he the ſaid *A. M.* for himſelf, his Executors and Adminiſtrators, doth further covenant, promiſe and grant, to and with the ſaid *P. H.* his Executors and Adminiſtrators, by theſe Preſents, in Manner following: That in caſe the ſaid Marriage ſhall take Effect, and the ſaid *G. H.* ſhall happen to ſurvive her ſaid intended Huſband, he dying without Iſſue by her; that then the Executors and Adminiſtrators of the ſaid *A. M.* ſhall permit and ſuffer the ſaid *G. H.* to enjoy her Rings, Jewels, wearing Apparel, and Furniture of her Chamber; or in caſe the ſame, or any Part thereof, ſhall be out of her Poſſeſſion, ſhall upon Requeſt deliver the ſame unto her: *And alſo*, That the Executors and Adminiſtrators of the ſaid *A. M.* ſhall and will pay or cauſe to be paid unto her the ſaid *G. H.* her Executors, Adminiſtrators or Aſſigns, the full Sum of 600 *l.* of, *&c.* within ſix Months after the Deceaſe of the ſaid *A. M.* But if at the Time of the Deceaſe of the ſaid *A. M.* the ſaid *G. H.* ſurviving him, he the ſaid *A. M.* ſhall have any

Child

Child or Children then living, that then the Executors and Administrators of the said *A. M.* shall permit and suffer the said *G.* to enjoy her Rings, Jewels, wearing Apparel, and Furniture of her Chamber as aforesaid; and also upon reasonable Request in that Behalf, shall and will account, pay and deliver over to her the said *G.* her Executors, Administrators or Assigns, one full Moiety or half Part of all other the personal Estate of her said intended Husband, his Debts and Funeral Expences being first discharged.

Lastly, The said *P. H.* for the Considerations aforesaid, doth hereby declare and agree, That the said Sum of 400 *l.* so to be by him paid, and for the Marriage Portion of the said *G.* his Daughter as aforesaid, is not intended to be as and for the full, sole and absolute Provision, Part and Portion of her the said *G.* of, in and to the Estate, Goods and Chattels of the said *P. H.* But the said *P. H.* doth for himself, his Executors and Administrators, covenant, promise, grant and agree, to and with the said *A. M.* his Executors and Administrators, by these Presents, That after the Decease of him the said *P. H.* she the said *G.* shall have and receive of and from the Executors and Administrators of the said *P. H.* so much more out of his Estate, Goods and Chattels, as shall make the said Marriage Portion or Sum of 400 *l.* to amount to as much, and be equal in Value with wch soever he the said *P. H.* shall in his Life-time, or at the Time of his Decease, give or bequeath unto *A. H.* the other Daughter of the said *P. H.* *In Witness, &c.*

Special

Special Conditions.

A Condition for the Payment of a Sum of Money at several Payments.

THE Condition of this Obligation is such, That if the above-bound *J. M.* and *R. W.* or either of them, their or either of their Heirs, Executors or Administrators, or any of them, do and shall well and truly pay or cause to be paid unto the above-named *D. H.* and *R. L.* or either of them, their or either of their Executors, Administrators or Assigns, the full Sum of, &c. in Manner following; (to wit) The Sum of, &c. Part thereof on, &c. next ensuing the Date of the above-written Obligation, &c. more thereof on, &c. then next following, and, &c. the Residue and in full Payment thereof on, &c. which will be in the Year of our Lord, &c. without Fraud or Covin, then this Obligation to be void. But if Default shall be made of or in Payment of any of the said several and respective Sums of Money above-limited, or any Part thereof, on any of the said several and respective Days and Times above-limited for Payment thereof, then this Obligation to remain in full Force.

A Condition to pay a Sum of Money by Quarterly Payments.

THE Condition of this Obligation is such, That if the above-bound *B. M.* his Heirs, Executors or Administrators, do and shall well and truly pay or cause to be paid unto the above-named

named *N. D.* his Executors, Administrators or Assigns, the full Sum of 100 *l.* of, *&c.* at, *&c.* in Manner and Form following; (*viz.*) The Sum of 5 *l.* thereof on the 29th Day of *June* next ensuing the Date above-written, 5 *l.* more thereof on the 29th Day of *September* then next following, 5 *l.* more thereof on the 25th Day of *December* next, and 5 *l.* more thereof on the 25th Day of *March*, which will be in the Year of our Lord, *&c.* and so forth every Quarter of a Year quarterly, one next and immediately ensuing another on every of the Quarter-Days aforesaid, and at the Place above-named for Payment thereof 5 *l.* until the said Sum of 100 *l.* shall be in such Sort, and after such Manner, fully satisfied, contented and paid; that then, *&c.* But if Default of Payment shall be made of or in Payment of the said Sum of 100 *l.* or any Part thereof, contrary to the Limitation aforesaid; then, *&c.*

A Condition for Payment of an Annuity.

THE *Condition* of this Obligation is such, That if the above-bound *J. R.* and *T. P.* or either of them, their or either of their Heirs, Executors or Administrators, or any of them, do and shall Yearly, and every Year, from and after the Feast of, *&c.* next ensuing, for and during the Term of, *&c.* well and truly pay or cause to be paid unto the above-named *J. S.* his Executors, Administrators or Assigns, one Annuity, yearly Rent, or Sum of, *&c.* at the four most usual Feasts or Terms in the Year; (that is to say) On the Feast-day of, *&c.* by even and equal Portions; the first Payment thereof to begin on the, *&c.* next ensuing the Date above-written, that then, *&c.* But if Default shall happen to be

be made of or in the Payment of the ſaid Annuity, yearly Rent or Sum of, *&c.* at any of the ſaid Feaſt-days, on which the ſame ought to be paid at any Time during the ſaid Term of, *&c.* as aforeſaid, contrary to the true Intent and Meaning of theſe Preſents, that then, *&c.*

A Condition to pay a Sum of Money at the Day of Marriage, or Day of Death.

THE *Condition* of this Obligation is ſuch, That if the above-bound *A. B.* his Executors, Adminiſtrators or Aſſigns, do well and truly pay or cauſe to be paid unto the above-named *C. D.* his Executors, Adminiſtrators or Aſſigns, at or in, *&c.* the Sum of, *&c.* within ſix Months next after the Solemnization of the Marriage of the aboveſaid *A. B.* or the Day of the Death and Deceaſe of the ſaid *A. B.* which ſhall firſt happen after the Date of the above-written Obligation; that then, *&c.* or elſe, *&c.*

A Condition to pay a Sum of Money for an Horſe ſold at the Day of Marriage, or Day of Death.

THE *Condition* of this Obligation is ſuch, That whereas the above-bound *A. B.* hath bargained and ſold unto the above-named *C. D.* one bay Gelding marked, *&c.* for the Sum of *&c.* to be paid unto him the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, at or upon the Day of Marriage or Hour of Death of the ſaid *C. D.* which ſhall firſt happen. *If therefore* the ſaid *C. D.* his Heirs, Executors or Adminiſtrators, or any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, the aforeſaid

Sum

Sum of, &c. at or upon the Day of Marriage of him the ſaid C. D. or at or upon the Hour of Death of the ſaid C. D. which ſhall firſt happen after the Date hereof; that then, &c.

A Condition to pay Money at the End of an Apprenticeſhip, or Day of Marriage.

THE *Condition* of this Obligation is ſuch, That whereas the above-bound *J. P.* by Indenture of Apprenticeſhip, bearing Date, &c. hath put himſelf Apprentice unto, &c. with him to dwell and ſerve as his Apprentice from, &c. unto the full End and Term of, &c. from thence next enſuing, and fully to be compleat and ended, as by the ſame Indenture of Apprenticeſhip more at large appears. *And whereas* the above-named *J. S.* hath before the Day of the Date hereof, at ſeveral Times lent to and diſburſed for the ſaid *J. P.* ſeveral Sums of Money, which by reaſon the ſaid *J. P.* is not at preſent able to pay, the ſaid *J. S.* is content to take his Bond for, &c. payable at the Expiration of the Apprenticeſhip of the ſaid *J. P.* as aforeſaid, or at the Day of the Marriage of the ſaid *J. P.* which ſhall firſt happen. *If therefore* the ſaid *J. P.* his Heirs, Executors or Adminiſtrators, or any of them, do well and truly pay or cauſe to be paid unto the ſaid *J. S.* his Executors, Adminiſtrators or Aſſigns, the full Sum of, &c. at the End and Expiration of the ſaid Apprenticeſhip of the ſaid *J. P.* or Term of ſeven Years above-mentioned, or at the Day of the Marriage of the ſaid *J. P.* which of them ſhall firſt and next happen to be or come after the Date hereof, without Fraud or Covin; that then, &c.

A

A Condition for Payment of Money upon an Adventure on return from beyond Sea.

WHereas the above-named *A. B.* hath, at the Requeſt of the above-bounden *C. D.* paid unto him the Sum of, *&c.* (or ſold and delivered to *C. D.* one Diamond Ring, *&c.*) and is contented, for the Conditions hereafter mentioned, to bear the Hazard and Adventure thereof in the good Ship called, *&c.* whereof the ſaid *C. D.* is Commander, now bound out upon a Voyage for, *&c.* in the Service of, *&c.* and from thence back to the Port of *London*. *Now* the Condition of this Obligation is ſuch, That if the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, or any of them, ſhall, in Conſideration of the Premiſſes, well and truly pay or cauſe to be paid unto the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, the Sum of, *&c.* within twenty Days next after the ſaid Ship ſhall firſt and next arrive in the River of *Thames* from her ſaid Voyage; that then, *&c.* or elſe, *&c.*

Condition of a Bond, that one within Age ſhall make further Aſſurance.

THE *Condition* of this Obligation is ſuch, That whereas a Marriage hath been ſolemnized between the above-bound *J. T.* and *E. D.* eldeſt Daughter and Coheir of *H. D.* late of, *&c.* deceaſed, which ſaid *E.* is yet within the Age of 21 Years: *And whereas* the Meſſuage or Tenement at, *&c.* called, *&c.* now in the Poſſeſſion of, *&c.* and all other the Lands of the ſaid *E.* and of *F.* and *N. D.* her Siſters, as Coheirs of the ſaid *H. D.* in Fee-Simple, hath been agreed

unto

unto on the Behalf of the ſaid Coheirs, with the Advice of their Friends, to be ſold to the above-named *J. K.* for, *&c.* *And whereas* the third Part of the ſaid Sum of, *&c.* for the Part of the ſaid *E.* amounting to, *&c.* was paid by the ſaid *J. K.* to the ſaid *J. T.* as Part of the Portion of the ſaid *E. D.* and in Lieu of her third Part of the ſaid Meſſuage and Premiſſes in, *&c.* aforeſaid: But the ſaid *E.* being within Age, no perfect Aſſurance can be as yet given or made thereof. *If therefore* the ſaid *E.* within 3 Months after her full Age if ſhe be then ſole, or ſhe together with her Husband if ſhe be married, ſhall upon the Requeſt, and at the Coſts and Charges of the ſaid *J. K.* his Heirs, Executors or Adminiſtrators, levy ſuch Fine, and make ſuch other Aſſurance of the ſaid third Part of the ſaid Meſſuage and Premiſſes, unto the ſaid *J. K.* his Heirs or Aſſigns, as by the ſaid *J. K.* his Heirs, Executors or Adminiſtrators, or his or their Councel learned in the Law ſhall be reaſonably adviſed and required. Or if ſhe the ſaid *E.* happen to die before the ſaid Age of 21 Years, if the Heir or Heirs of the ſaid *E.* within 3 Months after ſhe or they, or any of them, ſhall be of full Age reſpectively, ſhall upon the Requeſt, and at the Coſts and Charges of the ſaid *J. K.* his Heirs, Executors or Adminiſtrators, levy ſuch a Fine, and make ſuch Aſſurances of the ſaid third Part of the ſaid Meſſuage and Premiſſes, unto the ſaid *J. K.* his Heirs, Executors or Adminiſtrators, as by his or their Councel learned in the Law ſhall be reaſonably adviſed or required. *And* if, until ſuch Aſſurance be made, the ſaid *J. K.* his Heirs and Aſſigns, ſhall and may hold and enjoy the ſaid third Part of the ſaid Meſſuage and Premiſſes, without any Let or Interruption

ruption of or by the ſaid *E.* or her Heirs, or any other Perſon or Perſons lawfully claiming by, from or under her or them; That then, *&c.* or elſe, *&c.*

Condition of a Bond to convey an Eſtate at a Time to come free from Incumbrances.

THE *Condition* of this Obligation is ſuch, That if the above-bound *W. B.* ſhall upon reaſonable Requeſt to him to be made by the above-named *J. H.* his Heirs or Aſſigns, on this Side and before, *&c.* next enſuing the Date above-written, convey and aſſure unto the ſaid *J. H.* his Heirs and Aſſigns for ever, one Meſſuage, *&c.* lying, *&c.* by ſuch Conveyances and Aſſurances in the Law, as by the ſaid *J. H.* his Heirs and Aſſigns, or by his or their Counſel learned in the Law ſhall be reaſonably adviſed and required: (Diſcharged of all Incumbrances whatſoever, the Chief Rents and Services of the ſaid Premiſſes due and payable to the Chief Lord or Lords of the Fee or Fees of the Premiſſes only excepted.) *And alſo*, If the ſaid *W. B.* his Heirs, Executors or Adminiſtrators, and every of them, do and ſhall, until the ſaid Conveyance and Aſſurance ſhall be made and perfected as aforeſaid, quietly permit and ſuffer the ſaid *J. H.* his Heirs and Aſſigns, to have, receive and take to his and their own proper Uſe and Uſes, the Rents, Iſſues and Profits, of all and ſingular the ſaid Premiſſes, and every Part and Parcel thereof, without any manner of Let, Suit, Trouble, Moleſtation, Interruption or Denial of the ſaid *W. B.* his Heirs or Aſſigns, or of any other Perſon or Perſons whatſoever by his or their, or any of their Means, Right, Title, Intereſt or Procurement,

and without any Account to be rendred or given unto the ſaid *W. B.* his Heirs or Aſſigns, or to any other Perſon or Perſons whatſoever: That then, *&c.*

A Condition to acknowledge a Fine of Lands lately conveyed, by way of further Aſſurance.

THE *Condition* of this Obligation is ſuch, That if the above-bound *G. S.* and *A.* his Wife, do and ſhall before the End of, *&c.* Term, next enſuing the Date above-written, at the Coſts and Charges in the Law of the above-named *R. P.* his Heirs or Aſſigns, before the Juſtices of the Court of *Common-Pleas* at *Weſtminſter*, acknowledge and levy one Fine *Sur Conuſans de Droit come ceo, &c.* unto the ſaid *R. P.* his Heirs and Aſſigns, with Proclamations according to the Form of the Statute in that Caſe made and provided, of *all* that Meſſuage, *&c.* which by one Deed indented, bearing even Date herewith, are mentioned to be bargained and ſold by the ſaid *P. S.* to the ſaid *R. P.* his Heirs and Aſſigns, and every Part and Parcel thereof, *To* the only proper Uſe and Behoof of the ſaid *R. P.* his Heirs and Aſſigns for ever, according to the true Intent and Meaning of the ſame Deed, as by the ſaid *R. P.* his Heirs or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably deviſed and adviſed: That then, *&c.*

A Condition to ſave a Man harmleſs againſt an Annuity iſſuing out of Lands by him lately purchaſed.

WHereas the above-bound *R. C.* for good and valuable Conſiderations, *Hath* aſſigned and transferred unto the above-named *W. S.* all his Right, Title and Intereſt, of, in and to a certain Meſſuage, *&c.* ſituate, *&c.* in the Poſſeſſion of, *&c.* held by the ſaid *R. C.* by Leaſe from, *&c.* *And whereas* *R. C.* deceaſed, Father of the ſaid *R. C.* (who purchaſed the Meſſuage, *&c.* above-mentioned) did, in, and by his laſt Will and Teſtament, bearing Date, *&c.* give and bequeath unto, *&c.* an Annuity, or yearly Sum of, *&c.* iſſuing and payable out of the Meſſuage, *&c.* aforeſaid, for his Life. *Now the Condition* of this Obligation is ſuch, that if the ſaid *R. C.* his Heirs, Executors and Adminiſtrators, do and ſhall from Time to Time, and at all Times hereafter, well and truly pay or cauſe to be paid unto the ſaid, *&c.* the ſaid Annuity or yearly Sum of, *&c.* ſo appointed to be paid unto him during his Life, by the Will of the ſaid *R. C.* deceaſed: And alſo acquit, diſcharge, ſave harmleſs and indemnify the ſaid *W. S.* his Executors, Adminiſtrators and Aſſigns: And the ſaid Meſſuage, *&c.* above-mentioned, of and from the ſame, that then, *&c.*

Condition to ſave a Tenant harmleſs for paying his Rent where the Title to the Eſtate is diſputed.

WHereas the above-named *A. B.* holdeth by Leaſe a Meſſuage or Tenement, with the Appurtenances, ſituate, *&c.* for a certain Term

of Years, and under a certain Rent mentioned in one Pair of Indentures, bearing date, &c. made between, &c. as by the ſame Indentures may more fully appear. *And whereas* there is ſome Difference and Controverſy between the above-bound *W. S.* and one *R. B.* of, &c. concerning the Title of the Meſſuage or Tenement aforeſaid: And thereupon both of them the ſaid *W. S.* and *R. B.* have ſeveral Claims to the Rent reſerved upon the ſaid Leaſe. *And whereas* at the Requeſt of the ſaid *W. S.* the ſaid *A. B.* hath attorned Tenant to the ſaid *W. S.* and paid to him the Arrears of Rent due for the Meſſuage or Tenement and Premiſſes aforeſaid. *Now the Condition* of this Obligation is ſuch, that if the ſaid *W. S.* his Executors, Adminiſtrators or Aſſigns, or ſome of them, ſhall from Time to Time, and at all Times hereafter, at his and their own proper Coſts and Charges, upon reaſonable Requeſt therefore to be made, ſufficiently ſave and keep harmleſs, and indemnify the ſaid *A. B.* his Executors and Adminiſtrators, and every of them, and his and their Goods and Chattels againſt the ſaid *R. B.* his Executors, Adminiſtrators and Aſſigns; and all other Perſons whatſoever, of and for all ſuch Rent and Rents as the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, hath already paid or ſhall or may hereafter pay to the ſaid *W. S.* his Executors, Adminiſtrators or Aſſigns, for the Meſſuages or Tenements and Premiſſes aforeſaid: And of and from all Actions, Suits, Troubles, Loſſes, Damages, Diſtreſſes and Demands whatſoever, touching or concerning the ſame, then, &c.

A

A Condition to save a Man harmless from all Charges accruing in the carrying on and defending of a Law-Suit relating to an Estate purchased.

WHereas the above-bound *M. P.* by his Indenture of Release bearing Date, *&c.* for the Considerations therein mentioned, hath granted, bargained, sold, released and confirmed unto the above-named *R. D.* his Heirs and Assigns for ever, one Messuage or Tenement, with the Appurtenances in, *&c.* as the same in the said Indenture is particularly mentioned and expressed, as in and by the same Indenture Relation being thereunto had, may more fully appear. *And whereas* a Law-Suit is now depending in her Majesty's Court of, *&c.* between *C. D.* of, *&c.* Plaintiff, and the said *M. P.* Defendant, whereby the said *C. D.* claims the Inheritance of and in the said Messuage or Tenement, with the Appurtenances. *Now the Condition* of this Obligation is such, That if the said *M. P.* his Heirs, Executors and Administrators, do and shall from Time to Time, and at all Times hereafter, well and truly pay, or cause to be paid unto the said *R. D.* his Executors and Administrators, all such Sum and Sums of Money, as he or they shall from Time to Time disburse, lay out, and expend in or about the Defence of the Premisses by the above-mentioned Indenture of Release, conveyed by the said *M. P.* to the said *R. D.* Or in or about the Prosecution of the said Suit, or by Reason of any other Suit, or otherwise howsoever, for or concerning the Premisses aforesaid, then, *&c.*

A Condition to ſave an Executor harmleſs on Account of his not intermedling with the Executorſhip.

WHereas *W. H.* late of, *&c.* by his laſt Will and Teſtament in Writing, bearing Date, *&c.* did nominate and appoint the above-named *J. L.* Executor of his ſaid Will. *And whereas* the ſaid *J. L.* hath not at any Time or Times intermedled with, had, taken or received any of the Debts, Goods or Chattels of or belonging to the ſaid *W. H.* but that the ſame have been taken by, and equally divided and diſtributed amongſt the above-bound *A. B. C. D.* and *E. F.* Legatees of the ſaid *W. H.* If therefore the ſaid *A. B. C. D.* and *E. F.* and every or any of them, their and every or any of their Executors, Adminiſtrators and Aſſigns, do and ſhall from Time to Time, and at all Times hereafter, freely and clearly acquit, exonerate and diſcharge, or otherwiſe upon Requeſt made, well and ſufficiently ſave and keep harmleſs and indempnify the ſaid *J. L.* his Heirs, Executors and Adminiſtrators, and his and their Goods and Chattels of and from all Sum and Sums of Money, Bills, Bonds, Debts, Duties and Demands whatſoever, which ſhall or may at any Time or Times hereafter happen to be demanded or recovered of and from the ſaid *J. L.* his Heirs, Executors or Adminiſtrators, or any of them, for or by Reaſon of the Executorſhip of the ſaid laſt Will and Teſtament of the ſaid *W. H.* deceaſed. And of and from all Actions, Suits, Troubles, Coſts, Charges, Damages and Demands whatſoever, which ſhall or may happen, ariſe or be, for or by Reaſon of the ſame Premiſſes, that then, *&c.*

A Condition to keep a Man during Life, in Consideration of a Sum of Money paid.

THE *Condition* of this Obligation is such, That whereas the above-bound *I. S.* for a competent Sum of Money to him in Hand paid by the above-named *W. F.* hath undertaken to keep and maintain *A. B.* of, *&c.* aforesaid, during his Life. *If therefore* the said *I. S.* his Executors or Administrators, shall from Time to Time, and at all Times hereafter, during the natural Life of the said *A. B.* maintain and keep, or cause to be maintained and kept, the said *A. B.* in the House of, *&c.* with good and sufficient Meat, Drink, and all other Things necessary: And of and from the maintaining and keeping of the said *A. B.* shall from Time to Time discharge the said *W. F.* his Executors and Administrators, and also the Parish and Inhabitants of, *&c.* aforesaid, that then, *&c.*

Condition to indemnify a Sheriff on granting a Replevin.

THE *Condition* of this Obligation is such, That if the above-bound *W. L.* do appear at the next County Court, to be holden at, *&c.* within the said County of, *&c.* and then and there do prosecute his Action with Effect against *A. B.* for the taking and detaining of his Cattle, to wit, [*Here insert the Particulars*], as it is alledged, and do also make Return thereof, if Return thereof shall be adjudged by Law; And also do save, keep harmless and indempnify the above-named Sheriff, his Under-Sheriffs and Bailiffs, for touching and concerning the Replevying

and Delivery of the said Cattle, that then, &c. or else, &c.

To redeem a Gold Watch pawned for Money lent by a Day, or suffer the Person advancing the Money to enjoy the same.

THE *Condition* of this Obligation is such, That whereas the above-named *L. M.* hath received of the above-bound *C. A.* one Gold Watch made by, &c. with a Gold Chain, &c. to be kept by the said *L. M.* as a Security for the Sum of, &c. now advanced and lent to the said *C. A.* by the said *L. M.* If therefore the the said *C. A.* his Executors or Administrators, do well and truly pay or cause to be paid unto the said *L. M.* his Heirs, Executors or Assigns, the Sum of, &c. for the redeeming of the said Gold Watch, &c. in and upon, &c. next ensuing the Date above-written: Or on Default of such Payment of the said Sum of, &c. at the Time above limited for the Payment thereof; if the said *C. A.* his Executors and Administrators, do and shall permit and suffer the said *L. M.* his Executors and Administrators, peaceably to enjoy to his and their own proper Use and Uses, the said Gold Watch, &c. for the Debt aforesaid, that then, &c.

A Condition of a Bond for paying of Monies, and accounting for Rents, received by Vertue of a Letter of Attorney.

WHEREAS the above-named *M. M.* by her Writing under Hand and Seal, or Letter of Attorney, bearing Date, &c. *Hath* made, constituted and appointed the above-bound *J. G.*

her

her lawful Attorney, to demand, recover and receive, in the Name, and to the Uſe of the ſaid *M. M.* by all lawful Ways and Means whatſoever, of and from all and every Perſon and Perſons, whom it doth or may concern, *All* ſuch Rents and Arrearages of Rents, and Sums of Money, as are due and payable unto the ſaid *M. M.* for all and every her Meſſuages, *&c.* ſituate, *&c.* with ſuch further Powers and Authorities as are needful and convenient for the recovering and receiving the ſame, as in and by the ſaid Letter of Attorney more at large may appear. *Now the Condition* of this Obligation is ſuch, That if the ſaid *J. G.* his Executors, Adminiſtrators or Aſſigns, or ſome of them, ſhall from Time to Time, and at all Times hereafter, upon reaſonable Requeſt, well and truly pay, or cauſe to be paid unto the ſaid *M. M.* her Executors or Aſſigns, or to ſuch other Perſon or Perſons as ſhe the ſaid *M. M.* ſhall from Time to Time under her Hand direct and appoint, all ſuch Rents and Arrearages of Rents, Sum and Sums of Money, as the ſaid *J. G.* ſhall receive by Vertue of the ſaid Letter of Attorney, Powers and Authorities aforeſaid, of, for or in Reſpect of the Meſſuages, Lands, Tenements and Hereditaments aforeſaid, or any of them, deducting thereout the Sum of, *&c.* for his Care and Pains in the Premiſſes: And alſo deducting ſuch reaſonable and neceſſary Expences, as he ſhall be at, in and about the recovering and receiving the ſame, then, *&c.*

Condi-

Condition of a Bond to pay Money according to a Deed of Mortgage.

THE *Condition* of this Obligation is such, That if the above-bound *M. W.* and Sir *J. T.* or either of them, their or either of their Heirs, Executors, Administrators or Assigns, do and shall, well and truly pay, or cause to be paid unto the above-named *I. B.* his Executors, Administrators or Assigns, the full Sum of, *&c.* in and upon, *&c.* next coming. And also the further full Sum of, *&c.* of like, *&c.* in and upon, *&c.* which will be in the Year of our Lord, *&c.* without any Deduction or Defalcation for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary, according to the Purport of certain Indentures Tripartite, bearing equal Date with these Presents; and made, or mentioned to be made between, *&c.* of the first Part, *&c.* of the second Part, and, *&c.* of the third Part, then, *&c.*

Condition of a Bond for Payment of Money, according to a Proviso in a Mortgage, and for Performance of the Covenants in the same Mortgage.

THE *Condition* of this Obligation is such, That if the above-bound *A. B.* his Heirs, Executors, Administrators or Assigns, do and shall, well and truly pay, or cause to be paid unto the above-named *C. D.* his Executors, Administrators or Assigns, the full Sum of, *&c.* in and upon, *&c.* next coming without any Deduction or Abatement for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary, according to the Contents of

of a Proviſo or Condition contained in certain Indentures of Mortgage, bearing equal Date with the above-written Obligation, and made between the ſaid *A. B.* of the one Part, and the ſaid *C. D.* of the other Part. *And* alſo do and ſhall, well and truly obſerve, perform, fulfil and keep all and every the Grants, Articles, Clauſes, Conditions, Covenants and Agreements, contained in the Indenture of Mortgage above-mentioned, which on the Part and Behalf of the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, are or ought to be obſerved, performed, fulfilled and kept in all Things according to the Purport, true Intent and Meaning of the ſame Indentures, then, *&c.* or elſe, *&c.*

Condition of a Bond for Payment of Money to Truſtees, to be applied according to the Direction of a Will.

THE *Condition* of this Obligation is ſuch, That if the above-bound *E. L.* and *J. A.* or either of them, their or either of their Heirs, Executors or Adminiſtrators, do well and truly pay or cauſe to be paid unto the above-named *L. C. W. H.* and *J. E.* their Executors, Adminiſtrators or Aſſigns, the full Sum of *&c.* on *&c.* next coming, with lawful Intereſt for the ſame, to be paid and applied according to the Direction and Intention of the laſt Will and Teſtament of *L. C.* late of, *&c.* deceaſed, then, *&c.*

A Condition of a Bond for a Steward's faithful Service.

THE *Condition* of this Obligation is such, That *whereas* the above-named *T.* Lord *A.* at the Request of the above-bound *N. J.* hath taken into his Service the above-bound *A. B.* not only as his Steward, but to be a Receiver of his Rents, and Manager of his Estate, and likewise an Overseer of his other Servants, and to take and adjust Accompts with them from Time to Time, and to receive and obey such Orders and Directions as shall be from Time to Time given him, touching the Management of his Estate in the Counties of, *&c.* for a competent Salary for such his Service; *If therefore*, the said *A. B.* shall and do from Time to Time, and at all Times, so long as he shall continue and be in the Service of the said *T.* Lord *A.* faithfully and honestly behave himself in his said Service and Employment, without imbezling, mispending, purloining, wasting or wrongfully detaining any of his Monies, Goods, Chattels or Estate whatsoever: And also do and shall from Time to Time, and at all Times, pay, apply and dispose of all such Monies, Goods and Chattels of the said *T.* Lord *A.* as shall be to him delivered, or be by him received, had or taken under his Care: And do and shall from Time to Time, upon Request, give and render to the said *T.* Lord *A.* just and true Accounts thereof; and also of all such other Matters or Things which he by Reason of his said Office and Employment, shall or ought to be accountable for, then, *&c.*

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A Condition of a Bond for Indemnity against the Bond above for a Steward's faithful Service.

WHereas the above-named *N. J.* at the ſpecial Inſtance and Requeſt of the above-bound *A. B.* and *C. B.* (Father of the ſaid *A. B.* and for the only Debt, Duty, Matter and Cauſe of the ſaid *A. B.* together with him the ſaid *A. B.* is held and firmly bound unto *T.* Lord *A.* Baron of, *&c.* in and by one Obligation bearing Date on or about, *&c.* laſt paſt in the penal Sum of, *&c.* with Condition thereto ſubſcribed (reciting therein, *&c.*) to the Effect enſuing (to wit) that if the ſaid *A. B.* ſhould, *&c.* [*Here recite at large the Bond to the End*], That then the ſaid recited Obligation ſhould be void, as in and by the ſaid recited Obligation, and the Condition thereof may appear. *Now the Condition* of this Obligation is ſuch, That if the ſaid *A. B.* and *C. B.* or either of them, their or either of their Heirs, Executors, Adminiſtrators and Aſſigns, or any of them, ſhall, well and truly acquit, diſcharge, ſave harmleſs and indemnify the ſaid *N. J.* his Heirs, Executors and Adminiſtrators, and every of them againſt the ſaid *T.* Lord *A.* his Executors, Adminiſtrators and Aſſigns, of, from and in reſpect of the ſaid recited Obligation, ſo entred into as aforeſaid: And of and from all, and all Manner of Sums of Money, Debts, Penalties and Forfeitures contained in the ſame, or that ſhall or may in any wiſe be or ariſe againſt the ſaid *N. J.* his Heirs, Executors, Adminiſtrators or Aſſigns, or againſt his or their Lands, Goods or Chattels, or any or either of them, for or by Reaſon of the ſaid recited Obligation ſo entred into as aforeſaid, that then, *&c.* or elſe, *&c.*

A Condition that as an Adminiſtrator hath paid to the Guardian of an Infant his Portion, the Infant at full Age ſhall give a Releaſe.

WHereas N. D. late of, *&c.* deceaſed having three Children (that is to ſay) *&c.* died inteſtate: By Reaſon whereof the Goods, Chattels, Rights and Credits of the ſaid *N. D.* at the Time of his Deceaſe, are to be legally divided between the ſaid three Children. *And* whereas the Perſonal Eſtate of the ſaid *N. D.* at the Time of his Death in ready Money, Plate, Jewels, Houſhold-Stuff and Debts, owing him with, *&c.* did amount unto the Sum, *&c.* whereof the above-named C. R. Adminiſtrator of the Goods of the ſaid *N.* hath delivered into the Hands of the ſaid *N. B.* Guardian of the ſaid *F. D.* to the Uſe of the ſaid *F.* in ready Money, Plate, Jewels and Bonds, the full Sum of, *&c.* being the full third Part of the ſaid Goods, Chattels, Rights and Credits of the ſaid *N. D.* deceaſed, in full Satisfaction of the ſaid Part and Share of the ſaid *F. Now the Condition* of this Obligation is ſuch, That if the ſaid *F. D.* his Executors or Adminiſtrators, ſhall at any Time after his being of the full Age of 21 Years, at the Requeſt, Coſts and Charges in the Law, of the ſaid *C. R.* his Executors or Adminiſtrators, make and execute, or cauſe to be made and executed unto the ſaid *C. R.* his Executors or Adminiſtrators, a ſufficient Releaſe or Diſcharge in the Law, as well of and for the ſaid, *&c.* as alſo of and for all ſuch Part and Portion, as the ſaid *F. D.* his Executors or Adminiſtrators, ſhall or may at any Time hereafter, claim or demand, of, in or to any the Goods, Chattels, Rights and Credits, which

which late were the ſaid *N. D.*'s deceaſed, ſo as the ſaid *C. R.* his Executors and Adminiſtrators, may for ever after be clearly diſcharged againſt the ſaid *F. D.* his Executors and Adminiſtrators, of, for and concerning all ſuch Part and Portion as to him or them, or any of them, ſhall or may belong, by Reaſon of the ſaid *N. D.*'s ſo dying inteſtate, as aforeſaid. *And alſo*, if the ſaid *F. D.* his Executors or Adminiſtrators, ſhall not in the mean Time any ways vex, ſue, moleſt or trouble, or cauſe or procure to be vexed, *&c.* the ſaid *C. R.* his Executors or Adminiſtrators, for touching or concerning the ſaid Part and Portion of the ſaid Goods and Chattels, which were the ſaid *N. D.*'s at the Time of his Death, and which to him the ſaid *F.* his Executors or Adminiſtrators, do and ſhall any Ways belong or appertain, that then, *&c.*

A Condition of a Bond that a Woman divorced ſhall not lay claim to her Husband's Land or Goods for her Jointure, Dower, &c.

THE *Condition* of this Obligation is ſuch, That whereas great Variance, Strife and Animoſities, have ariſen, and been ſtirred up between the above-named *A. B.* and the above-bound *C. D.* concerning a ſuppoſed Marriage between them had. *And whereas* the ſaid Variance and Differences, by legal Sentence given, by and before the Reverend Father in God *J.* Lord Biſhop of, *&c.* is now decided; and the ſaid *A. B.* and *C. D.* are divorced. *And whereas* the ſaid *A. B.* in Conſideration of the ſaid Divorcement, hath entred into Bond to the above-bound *E. F.* for the Uſe of the ſaid *C. D.* for the Payment of, *&c.* at, *&c.* for her Maintainance. *And* the ſaid

C. D. hath ſealed and delivered unto the ſaid *A. B.* a general Releaſe of all Debts, Duties, Rights, Jointures, Dowers, Claims and Demands, which ſhe hath, may, might or ought to have, claim or demand, of, by or from the ſaid *A. B.* or by the Death of the ſaid *A. B.* as by the ſaid Releaſe may appear. *If therefore* the ſaid *C. D.* or any other Perſon or Perſons for her or by her Conſent, Act, Means or Procurement, do not moleſt, vex, ſue, implead, or cauſe to be moleſted, vexed, ſued or impleaded, or otherwiſe troubled or put to Charges the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, at any Time or Times hereafter for any Maintenance, Jointure, Dower, Meat, Drink or Cloths, nor for any Lands, Tenements, Hereditaments, Goods or Chattels of the ſaid *A. B.* whereof the ſaid *A. B.* at any Time hereafter, ſhall be ſeized or poſſeſſed, or any other Perſon or Perſons, to the Uſe of the ſaid *A. B.* or any Part or Parcel thereof; nor for any other Cauſe, Contract or Demand whatſoever, from the Beginning of the World to the Day of the Date hereof. *And alſo*, if the ſaid *C. D.* from Time to Time, and at all Times hereafter, upon the reaſonable Requeſt, and at the Coſts and Charges in the Law, of the ſaid *A. B.* his Heirs or Aſſigns, ſhall make, ſeal, deliver and execute unto the ſaid *A. B.* his Heirs and Aſſigns, all and every further lawful and reaſonable Act and Acts, Deed and Deeds, Deviſe and Deviſes whatſoever, for the full Separation and Diſſolution of all Contracts of Marriage; and for the Diſcharge of the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, of, and from all other Claims, Titles, Debts, Duties and Demands whatſoever, by her the ſaid *C. D.* or any other Perſon or Perſons by her Appointment, Means or

or Procurement, at any Time hereafter to be asked, challenged, claimed or demanded of the ſaid *A. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, by Reaſon of her being Wife to the ſaid *A. B.* or to him contracted, or for any other Cauſe, Matter or Thing whatſoever, from the Beginning of the World until the Day of the Date of theſe Preſents, and from all Dowers, and Title of Dower, and Jointure on the Death of the ſaid *A. B.* as by the ſaid *A B.* his Heirs, Executors or Aſſigns, or his or their Council learned in the Law, ſhall be reaſonably deviſed, adviſed or required, then, *&c.*

Condition from a Husband to ſuffer his Wife to make a Will, and to pay ſuch Legacies as ſhe ſhall thereby give and bequeath, not exceeding a certain Sum.

THE *Condition* of this Obligation is ſuch, That whereas the above-bound *A. B.* is ſhortly (by God's Permiſſion) to be married to *C. D.* of, *&c.* by Reaſon whereof the Subſtance and Eſtate of the ſaid *A. B.* will be largely encreaſed. *If therefore*, the ſaid *A. B.* in Conſideration thereof, after the ſaid Marriage had and ſolemnized, do permit and ſuffer the ſaid *C. D.* (if ſhe happens to die before the ſaid *A. B.*) to declare and make her Will in Writing, or otherwiſe by Word of Mouth; and in and by the ſame, to give and bequeath, or otherwiſe diſpoſe of at her free Will and Pleaſure, to and amongſt her Relations, Friends and Acquaintance, or to any of them, or to any other Perſon or Perſons, as ſhe ſhall think fit, the Sum of, *&c.* *And alſo.* if the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, or any of them, upon reaſon-

able Requeſt to him, them or any of them, to be made by any ſuch Perſon or Perſons, to whom the ſaid *C. D.* ſhall ſo give and bequeath any ſuch Sum or Sums of Money, extending no further than to the ſaid Sum or Value of, *&c.* as aforeſaid, do well and truly pay, or cauſe to be paid, all and every the ſaid ſeveral Sums of Money, Gifts and Bequeſts, ſo to be given and bequeathed by the ſaid *C. D.* and in ſuch Manner as ſhall be by her appointed, *&c.* that then, *&c.* or elſe, *&c.*

A Condition that an intended Husband ſhall pay a Legacy to one of the Children of the intended Wife, given by the Will of her former Husband, of which ſhe was made Executrix.

THE *Condition* of this Obligation is ſuch, That whereas a Marriage is intended to be ſhortly had and ſolemnized between the above-bound *T. B.* and *I. L.* Widow, late Wife and Executrix of the laſt Will and Teſtament of *A. L.* late of, *&c.* deceaſed. *And whereas* the ſaid *A. L.* did by his laſt Will and Teſtament give and bequeath unto the above-named *J. L.* his Son the Sum of, *&c.* to be paid unto him by his Executrix, at the Age of 21 Years. *Now* in Caſe the ſaid Marriage ſhall take Effect, if then the ſaid *T. B.* his Executors, Adminiſtrators or Aſſigns, or any of them, ſhall, well and truly pay, or cauſe to be paid unto the ſaid *J. L.* or his Aſſigns, at or in, *&c.* the Sum of, *&c.* at his Age of 21 Years, if he ſhall live to accompliſh the ſaid Age, in full diſcharge of the ſaid Legacy of, *&c.* to him the ſaid *J. L.* given and bequeathed in and by the ſaid laſt Will and Teſtament of the ſaid *A. L.* his late Father deceaſed: And in Caſe

the

the ſaid *J. L.* ſhall depart this Life before he ſhall have accompliſhed his ſaid Age of 21 Years, if then the ſaid *T. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall diſtribute, content and pay, or cauſe to be diſtributed, contented and paid the aforeſaid Sum of, *&c.* to *C. E.* of, *&c.* and *F. D.* of, *&c.* to whom the ſame is in that Caſe given by the laſt Will and Teſtament of the ſaid *A. L.* according to the true Intent and Meaning of the ſame laſt Will and Teſtament, that then, *&c.*

Condition that the intended Wife's Father ſhall make the Marriage Portion equal in Value to whatſoever he ſhall give any other of his Children.

WHereas a Marriage is intended ſhortly to be had and ſolemnized between the above-named *M. S.* and *A. J.* Daughter of the above-bound *I. J.* and (in Caſe the ſame takes Effect) the ſaid *I. J.* is to pay to the ſaid *M. S.* the Sum of, *&c.* as and for a Marriage Portion with the ſaid *A.* his ſaid Daughter, on certain Days or Times now to come. *Now the Condition* of this Obligation is ſuch, That if the ſaid *I. J.* his Heirs, Executors or Adminiſtrators, do and ſhall in his Life-time pay or cauſe to be paid to the ſaid *M. S.* or in and by his laſt Will and Teſtament give and bequeath unto the ſaid *M. S.* or the ſaid *A.* his Daughter, ſo much in clear Value as ſhall make up the ſaid Sum of, *&c.* the Marriage Portion aforeſaid, to be equal with and of the full Value of whatſoever he the ſaid *I. J.* ſhall in his Life-time, or at the Time of his Deceaſe, give or leave to any one of the other Children of him the ſaid *I. J.* ſo as the ſaid *A.* may *(bona fide)* receive out of the perſonal Eſtate of the ſaid *I. J.* her

Father, as much as any other of his Child or Children, then, *&c.*

Condition to pay Money to Children at their Ages of 21 Years, or Days of Marriage, and in Caſe either of them die before that Time, to pay his Part to the Survivor.

THE *Condition* of this Obligation is ſuch, That if the above-bound *A. B.* his Executors, Adminiſtrators or Aſſigns, or any of them, do and ſhall, well and truly pay or cauſe to be paid unto *C. D.* one of the Sons of *E. D.* late of, *&c.* deceaſed, the Sum of, *&c.* at ſuch Time and when, as he the ſaid *C. D.* ſhall accompliſh and be of the full Age of 21 Years, or be married, which ſhall firſt happen. *And alſo* unto *G. D.* one other of the Sons of the ſaid *E. D.* the like Sum of, *&c.* at ſuch Time and when as he the ſaid *G. D.* ſhall accompliſh and come to the full Age of 21 Years, or be married, which ſhall firſt happen, *&c.* *And* if it ſhall happen any of the ſaid Children to die or deceaſe before he, ſhe or they ſhall accompliſh the ſaid ſeveral Ages before-mentioned, and in the mean Time be not married; *Then* if the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, or any of them, ſhall and do, well and truly pay or cauſe to be paid the ſaid Part or Portion of him, her, or them ſo dying, equally to and amongſt the others ſurviving at the ſeveral Ages aforeſaid, or Days of Marriage, which ſhall firſt happen as aforeſaid, then, *&c.*

A Condition to make a Jointure to a Wife within a Year after Marriage, or at the Death of the Husband.

THE *Condition* of this Obligation is ſuch, That whereas a Marriage is intended to be ſhortly had and ſolemnized between the above-bound *J. L.* and *E. B.* Daughter of the above-named *L. B.* with whom the ſaid *J. L.* is to receive a conſiderable Sum of Money as a Marriage Portion. *Now* in Conſideration thereof, if the ſaid Marriage ſhall take Effect, if then the ſaid *J. L.* his Heirs or Aſſigns, ſhall within one Year next after the ſaid Marriage ſo had, or at the Day of his Death, which of them ſhall firſt happen or come, ſufficiently in the Law, convey and aſſure, or cauſe to be conveyed and aſſured to the ſaid *E. B.* or to ſome other Perſon or Perſons, to her Uſe, Lands and Tenements, of a good, perfect and indefeaſible Eſtate in Fee-Simple, of the clear yearly Value of, *&c.* over and above all Reprizes, to the only Uſe of the ſaid *E. B.* and her Aſſigns for and during the Term of her natural Life, as and for her Jointure, and in full of all Dower: And if the ſaid Lands, Tenements and Hereditaments, ſo to be conveyed, ſettled and aſſured, ſhall at the Time of the conveying, ſettling and aſſuring thereof be, and from Time to Time for ever after, during the Life of the ſaid *E. B.* ſhall remain, free and clear of and from all, and all Manner of Charges and Incumbrances whatſoever, that then, *&c.*

Condition to permit a Wife to receive Monies to her own ſeparate Uſe, during her Life, and after her Deceaſe to go to whom ſhe ſhall appoint.

WHereas the above-bound *T. J.* and *M.* his Wife (in Right of the ſaid *M.*) are entitled to have and receive out of the Eſtate of *L. A.* Father of the ſaid *M.* after his Death the Sum of, *&c.* together with, *&c. per Annum*, in the mean Time. *If therefore* the ſaid *T. J.* his Executors and Adminiſtrators, do and ſhall permit and ſuffer the ſaid *M.* to have and receive the ſaid, *&c. per Annum*, during the Life of the ſaid *L. A.* to her own ſeparate Uſe and Benefit: And alſo do and ſhall after the Death of the ſaid *L. A* permit and ſuffer ſuch Perſon or Perſons to receive the ſaid, *&c.* as ſhe the ſaid *M.* by any Writing or Writings under her Hand, atteſted by two or more credible Witneſſes, ſhall direct and appoint, ſuch Perſon or Perſons ſo receiving the ſame at the Time of the Receipt thereof, declaring and acknowledging, that the ſame is paid to and received by him or them, on the Truſts and for the Ends and Purpoſes following, *(viz.)* In the firſt Place, in Truſt that the ſame ſhall be put forth at Intereſt in their Names; and that the ſaid *M.* may receive ſuch Intereſt during her Life: And that the ſaid, *&c.* ſhall after her Death be applied for the Benefit of ſuch of her Children by ſuch Proportions, and in ſuch Manner as ſhe ſhall appoint: And if ſhe ſhall make no ſuch Appointment, then for all her Children equally Share and Share alike; And if ſhe ſhall die without Iſſue, then for the Benefit of ſuch other Perſon and Perſons, and in ſuch Manner as the ſaid *M.* by any Writing under her Hand, atteſted by two or more credible Witneſſes ſhall appoint; that then, *&c.*

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Condition of a Bond on Marriage, to leave the Wife and Children ſo much in Money at the Death of the Husband, and if the Wife dies firſt leaving Children, ſo much to Truſtees for the Uſe of ſuch Children, &c. in the Nature of a Settlement.

THE *Condition* of this Obligation is ſuch, That whereas a Marriage is intended (by God's Permiſſion) ſhortly to be had and ſolemnized between the above-bound *J. S.* and *F. E.* Daughter of the above-named *E. E.* with whom the ſaid *J. S.* is to receive, as a Marriage Portion, the Sum of 200 *l.* in Money, or the Value thereof in Goods or other Effects; and in Conſideration of the ſaid Marriage and Marriage Portion, he the ſaid *J. S.* hath agreed to leave to the ſaid *F.* and her Children to be by him begotten, the Sum of 200 *l.* to be paid and applied in Manner herein after mentioned. *If therefore* the ſaid Marriage ſhall take Effect, and the ſaid *J. S.* ſhall die in the Life-time of the ſaid *F.* Then if the Heirs, Executors or Adminiſtrators of him the ſaid *J. S.* do and ſhall, within ſix Months next after his Death, pay or cauſe to be paid into the Hands of the ſaid *E. E. G. C.* and *T. W.* the Sum of 200 *l.* to be by them applied upon the Truſts, and for the Ends and Purpoſes following; (that is to ſay) That in caſe the ſaid *J. S.* ſhall leave any Child or Children of his Body on the Body of the ſaid *F.* begotten, which ſhall live to be married, or attain the Age of 21 Years reſpectively, the ſaid Truſtees, and the Survivors and Survivor of them, ſhall and ought to pay the ſaid 200 *l.* to the ſaid *F.* and ſuch Child or Children equally between them, Share and Share alike: And in the mean Time, until

ſuch Child or Children ſhall be married, or attain their ſaid Age of 21 Years reſpectively, the ſaid Truſtees ſhall and ought to pay the Intereſt of the whole 200 *l.* to the ſaid *F.* towards the Support and Maintenance of the ſaid *F.* and ſuch Child or Children: And in caſe the ſaid *J. S.* ſhall leave no Iſſue of his Body on the Body of the ſaid *F.* begotten, or leaving Iſſue, and ſuch Iſſue ſhall all die before Marriage or Age of 21 Years; Then the ſaid whole Sum of 200 *l.* ſhall and ought to be paid to the ſaid *F.* her Executors and Adminiſtrators: But in caſe the ſaid *F.* ſhall happen to die in the Life-time of the ſaid *J.* having a Child or Children of his Body on the Body of the ſaid *F.* begotten; then if the ſaid *J. S.* his Heirs, Executors or Adminiſtrators, do and ſhall forthwith pay or cauſe to be paid to the ſaid *E. E. G. C.* and *T. W.* for the Uſe of the ſaid Child or Children, the Part, Share and Proportion of ſuch Child or Children of and in the ſaid 200 *l.* ſo appointed above for the ſaid *F.* and her Children, in caſe ſhe ſurvived the ſaid *J.* upon an equal Diviſion to be made thereof by the ſaid Truſtees between the ſaid *J.* and ſuch his Child or Children, Share and Share alike; and then the ſaid Truſtees ſhall and ought to pay ſuch Shares and Proportions to ſuch Child or Children on their Marriage or Age of 21 Years, which ſhall firſt happen; and in the mean time ſhall pay the Intereſt thereof to the ſaid *J. S.* towards the Support and Maintenance of ſuch Child or Children: And in caſe the ſaid *F.* ſhall ſo happen to die within the Space of One whole Year from the Day of her Marriage with the ſaid *J. S.* leaving no Child of his Body on the Body of her the ſaid *F.* begotten; then if the ſaid *J. S.* his Heirs, Executors or Adminiſtrators, do and ſhall within ſix

Months

Months next after the Death of the ſaid *F.* refund and pay back, or cauſe to be refunded and paid back, unto the ſaid *E. E.* his Executors or Adminiſtrators, to and for his own proper Uſe and Benefit, the Sum of 100 *l.* being one Moiety of the Marriage Portion given with the ſaid *F.* That then, *&c.* or elſe, *&c.*

An Award.

TO *all* to whom this preſent Writing indented of Award ſhall come, Greeting, *&c. Whereas* there are ſeveral Accounts depending, and divers Differences, Controverſies and Diſputes, have lately ariſen and been likely to ariſe between *R. B.* of, *&c.* Widow, Executrix of *S. B.* late of, *&c.* Merchant, her late Husband deceaſed, and *M. W.* of, *&c.* Widow, Executrix of the Laſt Will and Teſtament of *C. W.* late of, *&c.* Mariner, her late Husband, alſo deceaſed: All which Controverſies and Diſputes are only or chiefly touching and concerning a Fiſhing Voyage performed by the ſaid *C. W.* between the ſaid *S. B.* and *C. W.* and the Ship *P.* Galley, (whereof the ſaid *C. W.* was Maſter) in Partnerſhip between them: And alſo a Bill for 500 *l.* drawn by *R. D.* of, *&c.* in Favour of *A. C.* of, *&c.* and endors'd by the ſaid *A. C.* and divers other Matters and Things thereabout, or otherwiſe relating thereunto. *And whereas*, for the putting an End to the ſaid Differences and Diſputes, they the ſaid *R. B.* and *M. W.* by their ſeveral Bonds or Obligations bearing Date, *&c.* laſt paſt, are reciprocally become bound each to the other of them in the penal Sum of 1000 *l.* to ſtand to and abide the Award and final Determination of us, *L. C. R. J. C. H.* and *E. F.* all of,

of, &c. Merchants, or any three of us, so as the said Award be made in Writing, and ready to be delivered to the Parties in difference on or before the, &c. Day of, &c. next, as by the said Obligations and Conditions thereof (Relation thereunto being had) may appear. *Now know ye*, That we the said Arbitrators, whose Names are hereunto written, and Seals put, taking upon us the Burthen of the said Award, and having fully examined and duly considered the Proofs and Allegations of both the said Parties, *Do*, for the settling Amity and Friendship between them, make and publish this our Award by and between the said Parties in Manner and Form following; (that is to say) *Imprimis*, We do award and order, That all Actions, Suits, Quarrels and Controversies whatsoever had, moved, arisen or depending, between the said Parties in Law or Equity, for any Manner of Cause whatsoever touching the said Premisses, from the Beginning of the World, until the Day of the Date of the said Bonds or Obligations, shall cease, and be no further prosecuted: And that each of the said Parties shall pay and bear her own Costs and Charges in any wise relating to, or concerning, the same Premisses. *And* we do also award and order, That the said *R. B.* and *M. W.* shall on the Day, &c. next coming, between the Hours of &c. and, &c. of that Day, at, &c. in due Form seal and execute to or to the Use of *J. F.* of, &c. one or more legal Power or Powers, sufficient for the empowering and enabling the said *J. F.* to ask, demand, sue for, recover and receive, of and from the said *R. D.* and *A. C.* or one of them, the said Sum of 500 *l.* so due on the said Bill, together with all Costs and Charges thereabout (if any); and upon Receipt thereof, to give Acquittances or Discharges for the same in their

or

or one of their Name or Names, as he shall be advised, or think fit; and after Receipt of the said Moneys, to remit and pay the same to the said *C. H.* Which Moneys we do hereby further award and order, shall be paid and disposed of by the said *C. H.* in Manner and according to the Proportions following; (to wit) *&c.* Part of the said 100*l.* unto the said *R. B.*, or her Assigns, to and for her and their own Use; and, *&c.* Residue thereof unto the said *M. W.* or her Assigns, to and for her and their own Use. And that all Costs and Charges as shall hereafter become due or payable in or about the recovering, receiving or paying of the said 100*l.* shall be paid, borne and discharged by the said Parties proportionably according to the respective Sums by them to be received, as last above-mentioned. *And whereas* there is the Sum of, *&c.* affirmed to be paid by the said *R. B.* or her said Husband, for and towards Wages due on the said Fishing Voyage, the Particulars whereof are hereon endorsed. And there is also the Sum of, *&c.* affirmed to be paid by the said *M. W.* or her said Husband, upon the same Account, the Particulars whereof are also hereon endorsed. *We* do further award and order, That the said *R. B.* and *M. W.* shall at the Time and Place above-mentioned enter into, seal and execute each to the other of them, a sufficient Instrument or Security to make good and satisfy all and every the Sum or Sums of Money in the said Indorsement mentioned to be paid by her or them respectively, and to save harmless and indemnify the other of them, her and their Executors and Administrators, of and from the same, and every Part thereof, so that each of them shall and may be liable and obliged to make good her own Part only, and no more. *And lastly,*

laſtly, We do award and order, That the ſaid *R. B.* and *M. W.* on Receipt of the ſaid ſeveral Sums of, *&c.* ſhall at, *&c.* aforeſaid, in due Form of Law execute each to the other of them, or to the others Uſe, general Releaſes ſufficient in the Law for the releaſing by each to the other of them, her Executors and Adminiſtrators, of all Actions, Suits, Arreſts, Quarrels, Controverſies and Demands whatſoever, touching or concerning the Premiſſes aforeſaid, or any Matter or Thing thereunto relating, from the Beginning of the World, until the ſaid Day of, *&c.* laſt, [the Date of the Bonds of Arbitration:] (The ſeveral Sums of Money hereon endorſed only excepted.) *In Witneſs* whereof, we the ſaid Arbitrators have hereunto put our Hands and Seals, *&c.*

Covenants, Exchanges.

A Covenant to convey Lands free from Incumbrances, &c.

Memorandum, It is covenanted, concluded and agreed, upon this . . . Day of, *&c.* *Between I. R.* of, *&c.* and *C. R.* of, *&c.* of the one Part, and *R. S.* of, *&c.* of the other Part. *And* the ſaid *I. R.* and *C. R.* for themſelves, their Heirs, Executors and Adminiſtrators, do and either of them doth covenant, promiſe and grant, to and with the ſaid *R. S.* his Heirs, Executors and Adminiſtrators, and every of them, by theſe Preſents, That in Conſideration of the Sum of 500 *l.* of, *&c.* to be paid unto them the ſaid *I. R.* and *C. R.* by the ſaid *R. S.* in Manner as is herein after mentioned. They the ſaid *I. R.* and *C. R.* their Heirs or Aſſigns, ſhall and will before,

fore, *&c.* now next enſuing, by good ſufficient Conveyance and Aſſurance in the Law, to be made at the Coſts and Charges of the ſaid *R. S.* as by the Councel learned in the Law of the ſaid *R. S.* ſhall be reaſonably deviſed or adviſed, convey and aſſure unto the ſaid *R. S.* his Heirs and Aſſigns, *all* that Meſſuage, *&c.* lying and being in, *&c.* now in the Poſſeſſion of the ſaid *I. R.* his Aſſigns or Under-Tenants; and the Reverſion and Reverſions, Remainder and Remainders thereof, and of every Part and Parcel thereof, with their and every of their Appurtenances, together with the Rents, Iſſues and Profits thereof, from henceforth to grow due and payable, freed and diſcharged from all Charges, Titles, Troubles and Incumbrances whatſoever had, made, committed, done or ſuffered, or to be had, made, committed, done or ſuffered by the ſaid *I. R.* and *C. R.* or either of them, or by *I. R.* their late Father deceaſed; Except one Mortgage made of the Premiſſes unto, *&c.* for the Sum of 250 *l.* which ſaid Mortgage ſhall be freed and diſcharged by the ſaid *R. S.* with ſuch Part of the ſaid Sum of 500 *l.* as may ſatisfy the ſame, and the Intereſt thereof. *In Conſideration* whereof, the ſaid *R. S.* doth for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *I. R.* and *C. R.* their Heirs, Executors, and Adminiſtrators, by theſe Preſents, That he the ſaid *R. S.* ſhall and will well and truly pay or cauſe to be paid unto the ſaid *I. R.* and *C. R.* their Heirs, Executors or Adminiſtrators, the full Sum of 500 *l.* of, *&c.* in Manner and Form following; (that is to ſay) 200 *l.* Part thereof on or before, *&c.* next coming, and 300 *l.* the Reſidue thereof, or ſo much thereof as ſhall remain due after that the ſaid Mortgage ſhall be freed and diſcharged

as aforesaid on or before, &c. now also next coming, *In Witness*, &c.

A Covenant to levy a Fine.

AND the said *B. D.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant and grant to and with the said *E. B.* his Heirs and Assigns, by these Presents, That he the said *B. D.* and the said *C.* his Wife, shall and will before the End of *Hilary* Term next ensuing the Date hereof, or in some other subsequent Term, at the Election and upon the Request of the said *E. B.* his Heirs and Assigns, and at the proper Costs and Charges in the Law of the said *B. D.* levy and acknowledge in due Form of Law, one Fine *Sur Conusans de Droit come ceo, &c.* with Proclamation, according to the Statute in that Case made and provided, unto the said *E. B.* and his Heirs, of all and singular the Messuages, &c. with the Appurtenances, by such apt and convenient Name and Names, Quantity and Qualities, and in such Sort, Manner and Form, as by the said *E. B.* his Heirs or Assigns, or by his or their Councel learned in the Law shall be advised or required. *And* it is hereby declared and agreed by and between the said Parties to these Presents, for them and their Heirs, That the said Fine, and the Execution thereof, and all other Fines, after the Date of these Presents, to be levied by the said *B. D.* and *C.* his Wife, or either of them, to the said *E. B.* of the Premisses, or any Part thereof, shall be and enure, and shall be construed, adjudged and deemed, to be and enure, To the only Use and Behoof of the said *E. B.* his Heirs and Assigns, for ever.

A Covenant to ſurrender Copyhold Lands.

AND the ſaid *A. B.* for himſelf, his, *&c.* doth covenant and grant to and with the ſaid *C. D.* his, *&c.* That at the next Court to be holden in and for the Manor of, *&c.* the ſaid *A. B.* and *E.* his Wife ſhall and will come and perſonally be and appear at the ſaid Court of the ſaid Manor, and then and there in open Court, in the Preſence of the Homage, according to the Cuſtom of the ſaid Manor, ſhall ſurrender and yield up into the Hands of the Steward of the ſaid Court, or his ſufficient Deputy, to the Uſe of the ſaid *C. D.* his Heirs, Executors, Adminiſtrators and Aſſigns, *all* that Copyhold Meſſuage or Tenement, *&c.* with the Appurtenances called, *&c.* and all the Eſtate, Right, Title, Intereſt, Claim, and Demand whatſoever, which they the ſaid *A. B.* and *E.* his Wife now have, or by any Means may have, of and in the ſaid Copyhold Lands and Tenements above-mentioned, or of and in any other Lands, Tenements or Hereditaments, which are claimed to be holden by him the ſaid *A. B.* by Copy of Court-Roll of the ſaid Manor of, *&c.* or to the ſame or any Part thereof belonging, or any wiſe appertaining.

A Covenant in a Leaſe for the Tenant to repair the Farm.

AND *further*, That he the ſaid *T. B.* his Executors, Adminiſtrators and Aſſigns, ſhall and will during the ſaid Term, at his and their own proper Coſts and Charges, amend, repair, maintain and keep the ſaid Farm-houſe and Out-houſes, and alſo all and every the Fences, Bounds,

Bounds, Hedges and Incloſures of or belonging to the ſaid demiſed Premiſſes, in, by and with all manner of needful and neceſſary Reparations and Amendments whatſoever, when and as often as Need ſhall require; and the ſame ſo well and ſufficiently repaired, maintained and kept at the End, Expiration, or other ſooner Determination of the ſaid Term hereby granted unto the ſaid *A. B.* his Heirs and Aſſigns, ſhall and will peaceably and quietly leave and yield up.

A Covenant for the Tenant to carry away ſuch Things as ſhall be by him ſet up.

AND that it ſhall and may be lawful to and for the ſaid *C. H.* his Executors, Adminiſtrators and Aſſigns, at any Time or Times within the ſaid Term of 21 Years hereby demiſed, at his and their Will and Pleaſure to take down, and carry away and convert to his and their own Uſe and Uſes, *all* or any Out-houſes, Edifices or Buildings which ſhall be ſet up by the ſaid *C. H.* his Executors or Adminiſtrators, from and after the Date of theſe Preſents, on any Part of the before demiſed Premiſſes.

A Covenant in a Chattel Leaſe, That the Tenant ſhall entertain the Steward during the Time of keeping Court.

AND *alſo*, That he the ſaid *J. L.* his Executors, Adminiſtrators and Aſſigns, ſhall and will at his and their own proper Coſts and Charges from Time to Time, and at all Times, during the ſaid Term hereby granted, find and provide to and for the Steward and Officers of the Right Honourable *T.* Lord *M.* his Heirs and Aſ-

ſigns, for the Time being, at ſuch Time and Times as they ſhall come to keep Court, or ſurvey the ſaid Manor of, *&c.* ſufficient and convenient Man's Meat, Horſe Meat, and Lodging, ſo as they exceed not the Number of ſix Perſons and ſix Horſes at any ſuch Time, and ſo as they come thither not above twice in any one Year, and continue there not above one Day and one Night at any of thoſe Times.

A Covenant in a Leaſe at a Rack Rent for 7 Years, That the Tenant may leave the Premiſſes at the End of Three Years.

AND *Laſtly*, It is covenanted and agreed by and between the ſaid Parties to theſe Preſents, That if he the ſaid *J. L.* his Executors, Adminiſtrators or Aſſigns, ſhall be willing and deſirous to leave the ſaid demiſed Premiſſes at the End of 3 Years next after the Commencement of this preſent Demiſe, and thereof ſhall give 6 Months Notice or Warning in Writing, under his or their Hands, unto the ſaid *T. B.* his Heirs or Aſſigns, or one of them, on the Feaſt of, *&c.* immediately preceding the Determination of the ſaid Term of 3 Years; that then, and immediately after the Expiration of the ſaid Term of 3 Years, the Term and Eſtate thereby granted ſhall ceaſe, determine, and be utterly void; any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding.

A Covenant for the Tenant to leave the Premiſſes, or hold the ſame for a further Term on giving Notice; and if to leave it, that the Landlord may ſhew the Premiſſes, put up Bills, &c.

AND in caſe he the ſaid *J. J.* ſhall be minded to leave the ſaid demiſed Premiſ-

ſes at the End of the ſaid Term hereby granted, that then he the ſaid *J. J.* his Executors, Adminiſtrators or Aſſigns, ſhall and will on the Feaſt of, *&c.* next coming before the Expiration of the ſaid Term, give 3 Months Notice or Warning in Writing unto the ſaid *R. W.* his Heirs and Aſſigns, of his or their Intention, whether to leave the ſaid demiſed Premiſſes, or hold the ſame for a further Term. *And* in caſe the Notice or Warning ſo to be given as aforeſaid ſhall be for the leaving of the Premiſſes; that then it ſhall and may be lawful to and for the ſaid *R. W.* his Heirs and Aſſigns, at any Time after the ſaid Feaſt of, *&c.* next coming, before the Expiration of the ſaid Term hereby granted, to put up and fix a Bill to the ſaid demiſed Premiſſes for the letting thereof. And that he the ſaid *J. J.* his Executors, Adminiſtrators and Aſſigns, ſhall and will permit and ſuffer him the ſaid *R. W.* his Heirs and Aſſigns, to enter into and ſhew the Premiſſes to any Perſon or Perſons deſiring to take the ſame, at all ſeaſonable Times during the laſt Quarter of a Year of the ſaid Term herein before granted: But if the Notice or Warning ſo to be given as aforeſaid ſhall be for the requeſting a further Term in the Premiſſes; that then he the ſaid *R. W.* his Heirs and Aſſigns, ſhall and will at the Requeſt, Coſts and Charges of the ſaid *J. J.* his Executors, Adminiſtrators and Aſſigns, at any Time within the laſt Quarter of a Year of the ſaid Term hereby demiſed, grant a new Leaſe of all and ſingular the before demiſed Premiſſes unto the ſaid *J. J.* for the further Term of *&c.* Years, at the Rent of, *&c. per Ann'*, and under the ſame Covenants, Conditions and Agreements, as are herein before mentioned and contained.

Cove-

Covenant for granting a further Term to the Tenant under the ſame Rent and Covenants.

AND that the ſaid *A. B.* his Heirs and Aſſigns, ſhall and will at the Coſts and Charges of the ſaid *T. E.* his Executors, Adminiſtrators or Aſſigns, at any Time within the laſt three Months of the ſaid Term of, *&c.* Years, hereby granted upon the Requeſt of the ſaid *T. E.* his Executors, Adminiſtrators or Aſſigns, by Indenture of Leaſe under his Hand and Seal executed in due Form of Law, demiſe, lett and ſet unto unto the ſaid *T. E.* his Executors, Adminiſtrators and Aſſigns, the Meſſuage or Tenement, with the Appurtenances, and all and ſingular the Premiſſes herein before demiſed from the End of the ſaid Term of, *&c.* hereby granted for the further Term of, *&c.* at the Election of the ſaid *T. E.* his, *&c. At* and under the ſame yearly Rent of, *&c. per Annum*, payable as is abovementioned; and under the ſame Covenants Conditions and Agreements, as are herein beforementioned and contained on the Tenant's Part to be done and performed, he the ſaid *T. E.* at the Time of ſealing ſuch Indenture: *Alſo* ſigning, ſealing, and in due Form of Law executing a Counter-part of ſuch Leaſe ſo to be made of the Premiſſes as aforeſaid.

Covenant to add a Life in a Leaſehold Eſtate on the Death of a preſent Life, for a certain Sum of Money.

PRovided always, and it is hereby covenanted and agreed by and between the ſaid Parties to theſe Preſents, and hereby ſo declared, that when ever any one of the three Lives named in

the *Habendum* of these Presents shall happen to die, that then in Case the other two of the said Lives, named in the said *Habendum* shall be living and in Health, he the said *M. W.* his Heirs and Assigns, shall and will, upon Request to him or them made by the said *J. S.* his Executors, Administrators or Assigns, add and fill up another Life in the Room and Stead of the Person so dying, under the like Rents, Covenants and Agreements as are herein contained upon Payment to them of the Sum of, *&c.* and bearing the Charges of making such Lease so always, as such Sum of, *&c.* be paid within one Year after the Death of such Person so dying.

Covenant that a Lease is made to a Man in Trust.

AND *lastly*, the said *T. K.* for himself his Heirs, Executors and Administrators, doth hereby declare and agree, that the Purchase Money paid as aforesaid, was the proper Monies of the said *J. H.* of, *&c.* aforesaid: And that this Lease is so, as aforesaid, made in his Name, in Trust only, and to and for the Use of the said *J. H.* for and during her Life, and afterwards to the said *W. I.* and *G. I.* Sons, of, *&c.* for and during their Lives; and to and upon no other Account, Use or Trust whatsoever.

A Covenant to produce Writings to confirm the Title of an Estate purchased.

AND the said *J. B.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said *H. P.* his Executors, Administrators and Assigns, by these Presents, that he the said *J. B.*

his Heirs, Executors, Adminiſtrators and Aſſigns, ſhall and will at any Time or Times hereafter upon reaſonable Requeſt to be made to him or them by the ſaid *H. P.* his Executors, Adminiſtrators or Aſſigns, or upon Notice in Writing to be left at the moſt uſual Place of Reſidence of the ſaid *J. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, produce and ſhew forth in any Court or Courts, or before any Judge, or any other Perſon or Perſons whatſoever, for the better confirming and aſſuring of the ſaid Meſſuage, *&c.* unto the ſaid *H. P.* his Executors, Adminiſtrators and Aſſigns, all ſuch Deeds, Evidences and Writings, concerning the ſaid Premiſſes, as the ſaid *J. B.* his Heirs, Executors, Adminiſtrators and Aſſigns, or any of them now have, or at any Time or Times hereafter, ſhall or may have in his, their or any of their Cuſtody or Poſſeſſions, or may come by without Suit in Law.

Covenant that an Eſtate ſold is of ſuch a Value, and ſo ſhall continue free from Incumbrances.

AND *alſo*, that the ſaid Manor, Lordſhip, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes, and every Part and Parcel thereof, with the Appurtenances now are, and from henceforth for ever hereafter, ſhall remain, continue, and be unto the ſaid *R. A.* his Executors, Adminiſtrators and Aſſigns, and unto the ſaid *C. L.* and *I. K.* their Heirs and Aſſigns, and every of them, ſeverally and reſpectively, according to their ſeveral and reſpective Eſtates, as aforeſaid, of the full and clear yearly Value of, *&c.* over and above all Charges and Reprizes, iſſuing and going out of the ſame. *And* that free and clear, and

freely, clearly and abſolutely acquitted, exonerated and diſcharged of and from all, and all Manner of former and other Bargains, Sales, Gifts, Grants, Feoffments, Jointures, Dowers, Uſes, Wills, Entails, Leaſes, Rents, Arrearages of Rents, Iſſues, Fines, Poſt Fines, Amerciaments, Debts, Duties, Judgments, Executions, Recognizances, Statutes Merchant, and of the Staple, Extents, Seizures, Forfeitures, Charges, Titles, Troubles and Incumbrances whatſoever, had, made, committed, done or ſuffered, or cauſed to be had, made, committed, done or ſuffered by the ſaid *H. P.* or any other Perſon or Perſons whatſoever.

A Covenant that Lands ſettled on a Wife ſhall be indemnified againſt an Annuity.

AND the ſaid *C. D.* doth for himſelf his Heirs, Executors and Adminiſtrators, covenant and grant to and with the ſaid *E. F.* his Heirs and Aſſigns, by theſe Preſents, that the ſaid Lands and Premiſſes ſo ſettled upon the ſaid *K.* as aforeſaid, ſhall be after the deceaſe of the ſaid *C. D.* for and during the natural Life of the ſaid *K.* if the ſaid Marriage ſhall take Effect, and ſhe ſhall ſurvive him, well and ſufficiently ſaved and kept harmleſs, and indemnified of and from the ſaid Annuity or yearly Rent-charge of, *&c.* payable to, *&c.* which ſhall or may be claimed out of the Premiſſes by the ſaid, *&c.* his Heirs, Executors, Adminiſtrators or Aſſigns.

A Covenant to ſettle Lands of ſuch a Value on a Wife and Children, by a certain Day.

AND it is agreed by and between all the ſaid Parties to theſe Preſents, and the ſaid *M. N.* doth for himſelf, his Executors and Adminiſtrators,

miniſtrators, covenant, promiſe and grant to and with the ſaid *E. F. G. H.* and *J. K.* their Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe Preſents, that he the ſaid *M N.* ſhall and will, at or before, *&c.* next enſuing the Date hereof, well and ſufficiently ſettle, convey and aſſure unto the ſaid *S. T.* or to ſuch Perſon or Perſons as they the ſaid *E. F. &c.* ſhall nominate and appoint as Truſtees on the Part and Behalf of the ſaid *S. T.* by way of Jointure for her Life, ſo much Lands as ſhall be of the clear yearly Value of, *&c.* over and above all Reprizes for Term of her Life, without Impeachment of Waſte, freed and diſcharged of and from all Incumbrances whatſoever, in ſuch Manner and Form as they the ſaid *E. F. &c.* and the Survivors and Survivor of them, his and their Heirs and Aſſigns, or their or any of their Councel Learned in the Law ſhall adviſe. *And* that he the ſaid *M. N.* ſhall likewiſe at or before the ſaid, *&c.* as the Councel of the ſaid *E. F. &c.* ſhall adviſe, ſettle, convey, and aſſure to and upon ſuch Child or Children as the ſaid *M. N.* ſhall beget upon the Body of the ſaid *S.* and the Heirs of the Body or Bodies of ſuch Child or Children, ſo much Land as ſhall be worth and of the clear yearly Value of, *&c.* at the leaſt over and above all Charges and Reprizes whatſoever.

A Covenant to find a Man and his Wife and Children Maintenance during Life.

AND that the ſaid *A. B.* his Executors or Adminiſtrators, ſhall and will during the Life of the ſaid *A. B.* at his and their own proper Coſts and Charges find, provide and allow or

cauſe, &c. unto the ſaid *C. D.* and *E.* his Wife and the Children, they ſhall happen to have between them within the ſaid Term, ſufficient Meat, Drink, Waſhing, Lodging, and all other Things neceſſary for any or either of them, with the ſaid *A. B.* in his own Dwelling-houſe, ſituate, &c. or elſewhere, as to the ſaid *C. D.* his Executors, &c. ſhall ſeem moſt meet and convenient.

A Covenant to pay Money on return from beyond Sea, Day of Marriage or Death.

WHereas the ſaid *C. D.* hath bargained and ſold unto the ſad *A. B.* one Silver Watch for the Sum of, &c. to be paid as hereafter is mentioned. *Now* the ſaid *A. B.* in Conſideration thereof, doth covenant, promiſe, grant and agree to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, ſhall and will, well and truly pay or cauſe to be paid unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, the ſaid Sum of, &c. at and within ten Days next after the Coming or Arrival of the ſaid *A. B.* from, &c. at or in the City of, &c. or any other Place within the Kingdom of *Great Britain*, or, at and upon the Day of the Celebration of the Marriage of the ſaid *A. B.* or at, or upon the Day of the Deceaſe of the ſaid *A. B.* which of the ſaid Days or Times ſhall firſt and next happen after the Date of theſe Preſents.

Covenant not to revoke a Letter of Attorney for receiving an Annuity, and in Caſe of Death of the Party to make a further Letter of Attorney.

AND that the ſaid *J. B.* ſhall not at any Time hereafter revoke, annul or make void the ſaid

ſaid Letter of Attorney, or Warrant ſo made to the ſaid *R. C.* as aforeſaid, nor do commit or ſuffer any Act or Thing whatſoever, whereby the ſame or any Action, or Suit in Law or Equity by the ſaid *R. C.* by Vertue thereof, to be had or preſented, ſhall or may be releaſed, revoked or diſcharged. *And* alſo, that in Caſe the ſaid *R. C.* ſhall happen to die before the ſaid *J. B.* whereby the ſaid Letter of Attorney ſhould determine, that then he the ſaid *J. B.* ſhall and will give ſuch further Letter of Attorney unto ſuch Perſon or Perſons, as by the ſaid *R. C.* or his Heirs, ſhall be nominated and appointed for the Recovery of the ſaid yearly Sum of, *&c.* to the proper Uſe and Benefit of the ſaid Perſon or Perſons ſo to be nominated or appointed without any Account to be made to him the ſaid *J. B.* or his Aſſigns, for the ſame; and with Covenants not to revoke, determine, or make void the ſame, as by the ſaid *R. C.* or his Heirs, ſhall be reaſonably adviſed or required.

A Covenant or Power to revoke a Deed.

Provided always and upon Condition, That if the ſaid *A. B.* do or ſhall at any Time hereafter by any Writing by him to be ſealed and ſubſcribed in the Preſence of two or more credible Witneſſes ſignify and declare, that he is minded to make void this preſent Deed, and every Grant, Clauſe and Thing herein contained, That then and from thenceforth immediately, from and after ſuch Signification and Declaration as aforeſaid, this preſent Deed and every Grant, Article, Clauſe and Thing herein contained, ſhall ceaſe, determine, and be utterly void to all Intents and Purpoſes whatſoever, any Thing in theſe Preſents

Preſents contained to the contrary thereof in any wiſe notwithſtanding.

Covenant that Lands aſſigned ſhall be redeemed on paying a Sum of Money agreed on by a Defeazance.

AND it is agreed and declared by and between the ſaid Parties to theſe Preſents that the ſaid Premiſſes ſhall be redeemed and redeemable by the ſaid *R. B.* his Heirs and Aſſigns, on Payment to the ſaid *M. N.* and *P. D.* reſpectively of ſuch Sum and Sums of Money, as ſhall be agreed, expreſſed and declared in and by one Indenture intended to bear Date the Day next after the Date hereof, and to be made between the ſaid *M. N.* of the firſt Part, the ſaid *P. D.* of the ſecond Part, and the ſaid *R. B.* of the third Part.

Covenant for the Mortgagee to rebuild in caſe of Fire.

AND *further*, That if by Accident of Fire, or otherwiſe, the ſaid Meſſuage or Tenement, ſhall happen to be ruined or impaired during the ſaid Term, that the ſaid *T. E.* his Heirs, Executors or Adminiſtrators, or ſome of them ſhall and will, with all convenient Speed, cauſe the ſame to be well and ſubſtantially new erected, and built in as good a Condition and Plight, as the ſame was before ſuch Accident or Caſualty happening.

Covenant in a Mortgage made to two Perſons to prevent Survivorſhip.

AND *laſtly*, It is hereby declared and agreed by and between the ſaid *A. B.* and *C. D.* and they do mutually covenant and agree each with

with the other by theſe Preſents, That no Benefit ſhall be had, or taken by Survivorſhip of either of them the ſaid *A. B.* and *C. D.* but that the Survivor of them, his Executors or Adminiſtrators, ſhall ſtand poſſeſſed of the ſaid Meſſuage, Tenement, Lands and Premiſſes above-mentioned, as concerning one Moiety or half Part thereof, in Truſt for the Executors or Adminiſtrators, of ſuch of them as ſhall firſt happen to die: And that all Monies payable by the ſaid Proviſo before, in theſe Preſents contained, and all Benefit and Profit to be made thereby ſhall be equally divided between the ſaid *A. B.* and *C. D.* and the Executors, Adminiſtrators and Aſſigns of each of them, ſeverally and reſpectively, and between the Survivor of them the ſaid *A. B.* and *C. D* and the Executors or Adminiſtrators of either of them firſt dying, without any Regard to be had or taken to any Survivorſhip.

Aſſent of an Executorſhip to the Deviſe of a Leaſehold Eſtate.

THIS *Indenture* made, *&c Between, &c. Whereas* A. B. of *&c.* by his Indenture of Leaſe, bearing Date, *&c.* did demiſe, *&c.* All, *&c. And whereas* the ſaid C. did ſurvive the ſaid D. by Reaſon whereof the ſaid, *&c.* became lawfully poſſeſſed of the ſaid, *&c.* and afterwards made his laſt Will and Teſtament in Writing, and made the ſaid, *&c.* Executors thereof who proved the ſaid Will in, *&c. And* the ſaid A. B. did therein and thereby amongſt other Things give and deviſe the ſaid Meſſuage, *&c. Now this Indenture witneſſeth*, that the ſaid Executors in purſuance of the ſaid Will of the ſaid, *&c. Have* aſſented, and by theſe Preſents do aſſent to the Le-

Legacy as aforesaid, given by the said Will to the said, &c. And by these Presents, as much as in them lies, and they lawfully may or can do, hereby assign, &c. *To hold* unto the said, &c. his Executors, Administrators and Assigns, during all the Residue of the said Term of, &c. yet to come and unexpired, subject nevertheless to the Rent and Covenants in the said recited Indenture of Lease contained on the Tenants or Lessees Part, to be paid, done and performed. *In Witness*, &c.

An Agreement for building of a House.

MEmorandum, That on this Day, &c. it is agreed between W. B. of, &c. and J. H. of, &c. in Manner following (*viz.*) The said J. H. doth for himself his Executors and Administrators, covenant, promise and agree to and with the said W. B. his Executors, Administrators and Assigns, that he the said J. H. or his Assigns, shall and will within the Space of one Year next after the Date hereof, in good and Workmanlike Manner, and according to the best of his Art and Skill, build, erect, set up and finish one Messuage, Tenement or Dwelling-house, at and in, &c. of the Dimensions, and to contain the several Particulars following, &c. *In Consideration* whereof the said W. B. doth for himself, his Executors, Administrators, covenant and promise to and with the said J. H. his Executors, Administrators and Assigns, well and truly to pay, or cause to be paid unto the said J. H. his Executors, Administrators or Assigns, the Sum of, &c. in manner following (*viz.*) &c. Part thereof at the Beginning of the said Work, &c. other Part thereof at, &c. and the remaining &c. in full for the said Work when the same shall appear to the said W. B. his, &c. to be

be compleatly finiſhed. *And alſo*, that he the ſaid W. B. his Executors, Adminiſtrators or Aſſigns, ſhall and will at his or their own proper Expence find and provide all the Timber, Stone, Lime, Mortar, and other Materials neceſſary for the making and building of the ſaid Meſſuage, Tenement or Dwelling-houſe. *In Witneſs*, &c.

An Exchange of Lands held by Chattle Leaſe.

THis *Indenture* made, *&c. Between* A. R. of, *&c.* of the one Part, and C. W. of, *&c.* of the other Part; *Witneſſeth*, that the ſaid A. R. *hath* given and granted, and by theſe Preſents doth give and grant unto the ſaid C. W. all that Meſſuage, *&c.* lying, *&c.* bounded, *&c.* in the Poſſeſſion of, *&c.* *To have and to hold* the ſaid Meſſuage or Tenement and Premiſſes above-mentioned, with the Appurtenances unto the ſaid C. W. his Executors, Adminiſtrators and Aſſigns, for and during the Term of 99 Years next and immediately enſuing, and fully to be compleat and ended, if the ſaid A. R. *&c.* or any or either of them ſhall happen ſo long to live. *In exchange* for one Meſſuage, *&c.* lying, *&c.* bounded, *&c.* in the Poſſeſſion of, *&c.* *For which Conſideration* the ſaid C. W. *Hath* given and granted, and by theſe Preſents doth give and grant unto the ſaid A. R. the ſaid Meſſuage, *&c.* laſt above-mentioned, with the Appurtenances; *To have and to hold* the ſaid Meſſuage or Tenement and Premiſſes laſt above-mentioned, with the Appurtenances, unto the ſaid A. R. his Executors, Adminiſtrators and Aſſigns, for and during the Term of 99 Years next immediately enſuing and following, fully to be compleat and ended, if he the ſaid A. R. *&c.* or any or either of them ſhall happen

happen ſo long to live: *In exchange* of and for the ſaid Meſſuage or Tenement and Premiſſes firſt above-mentioned. *And* the ſaid A. R. for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid C. W. his Executors and Adminiſtrators, that he the ſaid C. W. his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times, during the ſaid Term hereby granted, peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement and Premiſſes firſt above-mentioned, without the Let, Trouble, Hinderance, Moleſtation, Interruption or Denyal of him the ſaid A. R. his Executors, Adminiſtrators and Aſſigns, and every of them, and of all and every other Perſon and Perſons whatſoever, claiming in, by, from or under him, them, or any of them. *And* the ſaid C. W. for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid A. R. his Executors and Adminiſtrators, that he the ſaid A. R. his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times during the ſaid Term hereby granted, peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement and Premiſſes laſt above-mentioned, to be ſituate, *&c.* without the Let, Trouble, Hinderance, Moleſtation, Interruption or Denial of him the ſaid C. W. his Executors, Adminiſtrators and Aſſigns, and every of them, and of all and every other Perſon and Perſons whatſoever, claiming, in, by, from or under him, them, or any of them. *In Witneſs*, &c.

An Exchange of Lands in Fee.

This Indenture made, *&c. Between* A. B. of, *&c.* of the one Part, and C. D. of, *&c.* on the other Part; *Witneſſeth*, that the ſaid A. B. *Hath* given, granted and confirmed, and by theſe Preſents doth fully, freely and abſolutely give, *&c.* unto the ſaid C. D. *All* that Cloſe of Meadow Ground, *&c. To have and to hold* the ſaid Cloſe of Meadow Ground and Premiſſes hereby given and granted, or mentioned, or intended to be hereby given and granted, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid C. D. his Heirs and Aſſigns for ever. *In exchange* for the Cloſe of Paſture Ground hereafter in theſe Preſents mentioned to be given and granted in Exchange by the ſaid C. D. *And this Indenture further witneſſeth*, that the ſaid C. D. for the Conſiderations aforeſaid, *Hath* given, granted and confirmed, and by theſe Preſents doth fully, freely and abſolutely give, grant and confirm unto the ſaid A. B. *All* that Cloſe of Paſture Ground, *&c. To have and to hold* the ſaid Cloſe of Paſture Ground and Premiſſes above-mentioned to be given and granted by the ſaid C. D. with the Appurtenances unto the ſaid A. B. his Heirs and Aſſigns for ever; *In Exchange* for the Cloſe of Meadow before-mentioned to be given and granted in Exchange by the ſaid A. B. *And* the ſaid A. B. for himſelf, his Heirs and Aſſigns, doth covenant promiſe and grant to and with the ſaid C. D. his Heirs and Aſſigns, by theſe Preſents, that he the ſaid C. D. his Heirs and Aſſigns ſhall or lawfully may from Time to Time, and at all Times hereafter for ever, peaceably and quietly enter into, have, hold and enjoy the ſaid Cloſe of Meadow

Ground

Ground and Premiſſes before-mentioned, or intended to be hereby given and granted by the ſaid A. B. with the Appurtenances, without any Let, Interruption, Challenge, Claim, Diſturbance or Incumbrance of or by him the ſaid A. B. his Heirs or Aſſigns, or of or by any other Perſon or Perſons whatſoever, claiming or to claim from, by or under him, them, or any of them. [*Here add the like Covenant from* C. D. *to* A. B. *peaceably to enjoy the Cloſe of Paſture.*] *Provided* always, and the ſaid Parties to theſe Preſents for themſelves, their Heirs and Aſſigns, doth covenant, grant and agree each with the other by theſe Preſents, That if it ſhall happen that either of the ſaid Cloſes, or any Part thereof to be at any Time hereafter lawfully evicted, or taken away out of the Poſſeſſion of either of the ſaid Parties, their Heirs or Aſſigns, contrary to the true Meaning hereof, by any former Right or Title, or by the Heirs or Aſſigns of either of the ſaid Parties, ſo as the ſaid Exchange cannot continue; that then and from thenceforth the ſaid Gifts, Grants and Confirmation, in Exchange of either of the ſaid Parties touching the Premiſſes given and granted in Exchange, ſhall be void and of none Effect. And that then and from thenceforth it ſhall and may be lawful to and for either of the ſaid Parties, their Heirs or Aſſigns, after ſuch Ejection, Eviction, or taking away of the Poſſeſſion as aforeſaid, to enter into his or their Lands, ſo by him or them given or granted in Exchange as aforeſaid; and the ſame to have again as in their former Eſtate, any Thing herein contained to the contrary thereof notwithſtanding. *In Witneſs*, &c.

Deeds

Deeds of Partition, Partnerships.

An Indenture of Partition of Lands held by Tenants in Common for a Term of Years.

THis *Indenture* made, *&c. Between M. A.* of, *&c.* of the one Part, and *D. E.* of, *&c.* of the other Part. *Whereas* the ſaid *M. A.* and *D. E.* do by Vertue of one Indenture of Leaſe bearing Date, *&c.* made by, *&c.* hold and enjoy a Meſſuage or Tenement, and divers Lands, *&c.* with the Appurtenances in, *&c.* aforeſaid, for the Remainder of a Term of, *&c.* Years, as Tenants in Common. *And whereas* the ſaid *M. A.* and *D. E.* for the mutual Intereſt and Advantage of each other, *have* agreed and conſented to make Partition and Diviſion of the ſaid Meſſuage, Lands, Tenements and Premiſſes above-mentioned. *Now this Indenture witneſſeth*, That for the Diviſion of all and ſingular the ſaid Meſſuage, Lands, Tenements and Premiſſes, it is covenanted, granted, concluded and agreed, by and between the ſaid Parties to theſe Preſents; and the ſaid *M. A.* for himſelf, his Executors and Adminiſtrators, doth covenant, grant, conclude and agree to and with the ſaid *D. E.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That he the ſaid *D. E.* his Executors, Adminiſtrators and Aſſigns, ſhall and may have, hold, occupy, poſſeſs and enjoy, for his and their Part and Portion of the ſaid Meſſuage, Lands, Tenements and Premiſſes above-mention'd, *All* that Piece or Parcel of Meadow Ground, *&c.* and, *&c.* Part of the ſaid Meſſuage and Premiſſes aforeſaid, for and during all the reſt, Reſidue and Remainder of the ſaid Term of, *&c.* yet to come

and unexpired. *And* the ſaid *D. E.* for himſelf, his Executors and Adminiſtrators, doth covenant, grant, conclude and agree, to and with the ſaid *M. A.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That he the ſaid *M. A.* his Executors, Adminiſtrators and Aſſigns, ſhall and may have, hold, occupy, poſſeſs and enjoy, for his and their Part and Portion of the ſaid Meſſuage, Lands, Tenements and Premiſſes above mentioned, *All* that the ſaid Meſſuage or Tenement, and, *&c.* the remaining Part of the ſaid Premiſſes, for and during all the reſt, Reſidue and Remainder of the ſaid Term of, *&c.* yet to come and unexpired. *And* the ſaid *M. A.* for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *D. E.* his Executors and Adminiſtrators, That he the ſaid *D. E.* his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times, during the Remainder of the ſaid Term of, *&c.* peaceably and quietly have, hold and enjoy the ſaid Piece or Parcel of Meadow, *&c.* above allotted and aſſigned to him as aforeſaid, upon the Partition and Diviſion aforeſaid, without the Let, Trouble, Hindrance, Moleſtation, Interruption or Denial of him the ſaid *M. A.* his Executors, Adminiſtrators and Aſſigns, and every of them, and of all and every other Perſon and Perſons whatſoever, claiming by, from or under him, them, or any of them. *And* the ſaid *D. E.* for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *M. A.* his Executors and Adminiſtrators, That he the ſaid *M. A.* his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times, during the Remainder of the ſaid Term of, *&c.* peaceably and quietly have, hold and enjoy

joy the ſaid Meſſuage, &c. above allotted and aſſigned to him as aforeſaid, upon the Partition and Diviſion aforeſaid, without the Let, Trouble, Hindrance, Moleſtation, Interruption or Denial of him the ſaid *D. E.* his Executors, Adminiſtrators and Aſſigns, and every of them, and of all and every other Perſon and Perſons whatſoever claiming or to claim, by, from or under him, them, or any of them. *In Witneſs*, &c.

A Partition of Lands held in Fee given by Will.

THis *Indenture* made, *&c. Between A. B.* of, *&c.* of the one Part, and *C. B.* of, *&c.* of the other Part. *Whereas C. B.* late of, *&c.* deceaſed, Father of the ſaid *A. B.* and *C. B.* being in his Life-time ſeized in Fee of and in two Meſſuages, *&c.* called by the Names of, *&c.* ſituate, *&c.* in the Poſſeſſions of, *&c. Did* in and by his laſt Will and Teſtament, bearing Date, *&c.* give, deviſe and bequeath the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above mentioned, with the Appurtenances, unto the ſaid *A. B.* and *C. B.* and to their Heirs and Aſſigns for ever, as by the ſaid Will may more fully appear. *Now this Indenture witneſſeth*, That for a Diviſion of the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes aforeſaid, it is covenanted, granted, concluded and agreed upon, by and between the ſaid *A. B.* and *C. B.* and the ſaid *A. B.* for himſelf, his Heirs and Aſſigns, doth covenant, grant, conclude and agree, to and with the ſaid *C. B.* his Heirs and Aſſigns, by theſe Preſents, That he the ſaid *C. B.* his Heirs and Aſſigns, ſhall and may from henceforth have and enjoy in Severalty and full Satisfaction of his Moiety of the ſaid two Meſſuages, *&c.* above

mentioned, *All* that Meſſuage, *&c.* called, *&c. To have and to hold* the ſaid Meſſuage, *&c.* to the ſaid *C. B.* his Heirs and Aſſigns, in Severalty, *To* his and their own proper Uſe and Behoof for ever. *And* the ſaid *C. B.* for himſelf, his Heirs and Aſſigns, doth covenant, grant, conclude and agree to and with the ſaid *A. B.* his Heirs and Aſſigns, That he the ſaid *A. B.* his Heirs and Aſſigns, ſhall and may from henceforth poſſeſs and enjoy, in full Satisfaction of his Moiety, Share and Proportion of the ſaid two Meſſuages, *&c.* above mentioned, *all* that other Meſſuage, *&c.* called, *&c. To have and to hold* the ſaid laſt mentioned Meſſuage, *&c.* to the ſaid *A. B.* his Heirs and Aſſigns, in Severalty, *To* his and their own proper Uſe and Behoof for ever. *And* the ſaid *A. B.* for himſelf, his Heirs and Aſſigns, for the Conſiderations aforeſaid, *hath* remiſed, releaſed, and for ever quit claimed, and by theſe Preſents doth remiſe, releaſe, and for ever quit Claim, unto the ſaid *C. B.* his Heirs and Aſſigns, *all* the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, which he the ſaid *A. B.* now hath, or which at any Time hereafter he ſhall or may have of, in and to the ſaid Meſſuage, *&c.* called, *&c.* above allotted and appointed unto him the ſaid *C. B.* and his Heirs, as aforeſaid. *And* the ſaid *C. B.* for himſelf, his Heirs and Aſſigns, for the Conſiderations above mentioned, *hath* remiſed, releaſed, and for ever quit claimed, and by theſe Preſents doth remiſe, releaſe, and for ever quit Claim unto the ſaid *A.* B. his Heirs and Aſſigns, *all* the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, which he the ſaid *C.* B. now hath or claimeth, or which at any Time hereafter he ſhall or may have or claim, of, in and to the other Meſſuage, *&c.* called, *&c.* above allotted

and

and appointed unto him the ſaid *A.* B. and his Heirs, as aforeſaid. *In Witneſs*, &c.

A Deed for Partition of Lands, by way of caſting Lots, &c.

This Indenture Tripartite, made between the Right Honourable the Lady M. C. Widow, of the firſt Part; the Right Honourable J. Lord S. and the Lady E. his Wife, of the ſecond Part; and J. G. of, *&c.* Eſq; and A. his Wife, of the third Part. *Whereas* by one Indenture bearing Date, *&c.* made or mentioned to be made between, *&c.* [*Here recite a Covenant to levy a Fine of ſeveral Manors*, &c. *by way of Settlement.*] And that the Fine was levied accordingly. *And whereas* the ſaid, *&c.* is ſince deceaſed without any Heir Male of his Body lawfully begotten, whereby all and ſingular the ſaid Manors, *&c.* Hereditaments and Premiſſes, are deſcended and come unto the ſaid Lady M. C. the Lady E. S. and A. G. *Now this Indenture witneſſeth*, That for a Partition of all and ſingular the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, herein before mentioned to be made between the ſaid Parties to theſe Preſents, that every of them may hold and enjoy their Party in Severalty to them, their Heirs and Aſſigns: It is hereby covenanted, granted, concluded and agreed, by and between all the ſaid Parties to theſe Preſents, for them and their Heirs, in Manner and Form following; (that is to ſay) That all the ſaid Manors, *&c.* ſhall be and are hereby divided and ſet forth into three Parts, Diviſions or Allotments; and that for the firſt of the ſaid three Parts, Diviſions or Allotments, there ſhall be and is hereby ſet

forth and allotted the ſaid Manor of, *&c.* with the Rights, Members and Appurtenances in the ſaid County of, *&c.* And alſo, *&c.* with all Houſes, Edifices, *&c.* *And* that for the ſecond of the ſaid three Parts, Diviſions or Allotments ſhall be and is hereby ſet forth and allotted, *all* thoſe the ſaid Manors of, *&c.* ſituate, lying in, *&c.* *And* that for the third Part of the ſaid three Parts, Diviſions or Allotments, there ſhall be and is hereby ſet forth and allotted, *all* thoſe the Manors or Lordſhips of, *&c.* with their and every of their Rights, Members and Appurtenances in, *&c.* And all, *&c.* And all Suits, Services, Courts Leets, *&c.* And all Royalties, *&c.* whatſoever unto the ſaid Manors or Lordſhips of, *&c.* aforeſaid, or either of them, belonging or in any wiſe appertaining, with all and ſingular their and every of their Appurtenances: And alſo, all other the ſaid Meſſuages, Lands, Tenements and Hereditaments whatſoever, late of him the ſaid, *&c.* in the ſaid recited Indenture and Fine compriſed or ſettled as aforeſaid, lying or being in the ſeveral Pariſhes, Towns, Villages, Hamlets and Fields of, *&c.* or in any of them in the ſaid County of, *&c.* *And* it is hereby further covenanted, granted, concluded and agreed, by and between all the ſaid Parties to theſe Preſents, for them, their Heirs and Aſſigns, That all the ſaid Premiſſes being ſo hereby ſet forth and divided into the ſaid three Parts, Diviſions or Allotments, as aforeſaid, it ſhall be reſolved and determined, by way of Lot, to which of them the ſaid Parties each ſeveral Part, Diviſion or Allotment ſhall belong, in Manner and Form following; (that is to ſay) In one ſmall Scroll of Parchment ſhall be written theſe Words, (*viz.*) *Manor of*, &c. or the firſt Diviſion, which Scroll ſhall be incloſed in

Wax,

Wax, to be made up round in the Form of a Ball: And the ſaid Ball ſhall ſtand for and be the Lot for the firſt Part, Diviſion or Allotment, *(viz.)* The ſaid Manor of, *&c.* and other the Premiſſes herein before ſet out for the firſt of the ſaid three Parts, Diviſions or Allotments. *In* one other like Scroll of Parchment ſhall be written theſe Words, *&c.* or the ſecond Diviſion, *&c.* *And* in one other like Scroll of Parchment ſhall be written theſe Words *&c.* or the third Diviſion, *&c.* *And* all the ſaid three Scrolls of Parchment or Balls ſhall be put together in a Bag; and firſt, the ſaid Lady M. C. ſhall put her Hand into the ſaid Bag, and take out one of the ſaid Balls; and afterwards the ſaid T. Lord S. for himſelf and the ſaid Lady E. his Wife ſhall put his Hand into the ſaid Bag, and take out another of the ſaid Balls; and afterwards the ſaid J. G. for himſelf and the ſaid A. his Wife, ſhall put his Hand into the ſaid Bag, and take out the other of the ſaid Balls; and that Lot which ſhall be taken by the ſaid Lady M. ſhall ſtand and be for the Part and Share of the ſaid Lady M. her Heirs and Aſſigns, of all the ſaid Manors, *&c.* and that Lot which ſhall be taken by the ſaid Lord S. ſhall ſtand and be for the Part and Purparty of the ſaid Lady E. his Wife, her Heirs and Aſſigns, of all the ſaid Manors, *&c.* and that Lot which ſhall be taken by the ſaid J. G. *&c.* *And* that every of them the ſaid Lady M. Lord S. and Lady E. his Wife, and J. G. and A. his Wife, and their ſeveral Heirs and Aſſigns, and all other Perſons claiming by, from or under them, or any of them, or by any Grants or Conveyances made by them or any of them, ſhall and will for ever abide and ſtand to ſuch Determination by way of Lot, as aforeſaid: And that after ſuch

Determination made by Lot, as aforeſaid, Aſſurances and Conveyances ſhall be made of the ſaid ſeveral Parts and Diviſions accordingly; (that is to ſay) Such of the ſaid Parties to theſe Preſents, and their Heirs and Aſſigns, to whom the ſaid Manor, *&c.* thereby allotted and ſet forth for the ſaid firſt Diviſion or Allotment ſhall fall or happen by way of Lot as aforeſaid, ſhall and will from Time to Time, and at all Times, within the Space of 20 Years next enſuing the Date hereof, at and upon the reaſonable Requeſt, and at the Coſts and Charges in the Law of the ſaid other Parties to theſe Preſents, their Heirs or Aſſigns reſpectively, make and execute all ſuch reaſonable Aſſurances and Conveyances for the aſſuring, releaſing and conveying of all the reſt of the ſaid Manors, *&c.* ſet forth and allotted for the ſaid ſecond Diviſion, and for the ſaid third Diviſion reſpectively: And all his, her and their Eſtate, Intereſt, Claim and Demand in or to the ſame, unto ſuch of the ſaid Parties, and their Heirs and Aſſigns, to whom they ſhall reſpectively happen or fall by ſuch Lot as aforeſaid, as by the ſaid Parties and their Heirs, to whom the ſame ſhall happen to fall by Lot as aforeſaid, ſhall be reaſonably deviſed and required. *And* ſuch of the ſaid Parties to theſe Preſents, and their Heirs and Aſſigns, to whom the ſaid Manors, *&c.* hereby allotted and ſet forth for the ſaid ſecond Diviſion or Allotment ſhall fall or happen by way of Lot as aforeſaid, ſhall and will from Time to Time, and at all Times, within the Space of, *&c.* next enſuing, *&c.* make and execute, *&c.* for aſſuring the reſt of the ſaid Manors *&c.* ſet forth and allotted for the firſt Diviſion, and for the ſaid third Diviſion reſpectively. And all his or her Eſtate, *&c. ut ſupra.* The like

for

for the Party to whom the third Diviſion ſhall happen, to aſſure to theſe as have the firſt and ſecond. *In Witneſs, &c.*

A Partition between three Jointenants.

This Indenture Tripartite, made, *&c. Between* M. C. of, *&c.* of the firſt Part; G. C. of, *&c.* of the ſecond Part; and T. C. of, *&c.* of the third Part. *Whereas* &c. [*Here recite a Conveyance from H. B. to the ſaid M. C. G. C. and T. C. and their Heirs*;] as by the ſaid recited Indenture more at large appeareth. By Vertue of which ſaid recited Grant or Conveyance, the ſaid M. C. G. C. and T. C. are now jointly ſeized as of Fee of the ſaid ſeveral Meſſuages, *&c.* before mentioned to be to them granted. *Now this Indenture witneſſeth*, That the ſaid M. C. G. C. and T. C. have made Partition, and by theſe Preſents do make a full, perfect and abſolute Partition of the ſaid Meſſuages, *&c.* to and amongſt them the ſaid M. C. G. C. and T. C. in three Parts, in Manner and Form following; (that is to ſay) That he the ſaid M. C. his Heirs and Aſſigns, ſhall have, hold and enjoy, *to* the only proper Uſe and Behoof of the ſaid M. C. his Heirs and Aſſigns, for ever, *All* that, *&c.* for the full Part and Portion of the ſaid M. C. of, in and to all and every the Premiſſes above-mentioned to be granted to the ſaid M. C. G. C. and T. C. by, *&c.* And the ſaid G. C. his, *&c.* ſhall have, hold, *&c.* for the full Part and Portion of the ſaid G. C. *&c.* And that the ſaid T. C. his, *&c.* ſhall have, hold, *&c.* for the full Part and Portion of the ſaid T. C. *&c.* And the ſaid G. C. and T. C. do by theſe Preſents give, grant, aſſign, releaſe and confirm, to the ſaid M. C. and his Heirs, the ſaid Meſ-

Meſſuage, &c. And all the Eſtate, Right, Title and Intereſt which the ſaid G. C. and T. C. have, or either of them hath, or may or ought to have, of, in and to the ſaid Meſſuage, &c. by Vertue of the ſaid Conveyance from, &c. or otherwiſe howſoever; *To have and to hold* the ſaid Meſſuage, &c. to the ſaid M. C. his Heirs and Aſſigns, *To* the only Uſe and Behoof of the ſaid M. C. his Heirs and Aſſigns, for ever. And the ſaid M. C. and T. C. do by theſe Preſents give, grant, aſſign, releaſe and confirm to the ſaid G. C. &c. And the ſaid M. C. and G. C. do by theſe Preſents give, grant, aſſign, releaſe and confirm to the ſaid T. C. &c. *ut ſupra.* And the ſaid G. C. and T. C. ſeverally and apart, and not jointly, and for their ſeveral Heirs, Executors, Adminiſtrators, and Aſſigns, do ſeverally and apart, and not jointly, covenant, promiſe and grant, to and with the ſaid M. C. his Heirs and Aſſigns, That he the ſaid M. C. his Heirs and Aſſigns, ſhall and may from henceforth for ever hereafter peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuage, &c. before aſſigned and granted for the Part of the ſaid M. free, clear and diſcharged of and from all other Eſtates, Rights, Titles, Intereſts, Charges and Incumbrances whatſoever had, made, or willingly ſuffered, or hereafter to be had, &c. of or by the ſaid G. C. or T. C. or either of them, their or either of their Heirs or Aſſigns: And that without any the Let, Suit, Trouble, Hindrance, Interruption or Denial of them the ſaid G. C. and T. C. or either of them, their or either of their Heirs or Aſſigns, or of any other Perſon or Perſons lawfully claiming by, from or under them, or any of them. The like Covenant from M. C. and T. C. that G. C. ſhall enjoy his Part. And the like Covenant

nant from M. C. and G. C. that T. C. ſhall enjoy his Part. *And* all the ſaid Parties to theſe Preſents, do for themſelves ſeverally and apart, and not jointly; and for their ſeveral Heirs, *&c.* ſeverally and apart, and not jointly, covenant and grant to and with each other, That if either of the ſaid Parties ſhall, within the Space of ſeven Years, requeſt farther Aſſurance to be made of his or their Part and Allotment of and in the Premiſſes aforeſaid; that then the reſt of the ſaid Parties ſhall and will, at the Coſts and Charges in the Law of ſuch Party ſo requeſting, make, do and execute, or cauſe or procure to be made, done and executed, *all* and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Deviſe and Deviſes, Aſſurance and Aſſurances in the Law whatſoever, for the further, better, and more perfect aſſuring of the ſaid Allotment, and Portion of ſuch Party ſo requeſting the ſame, as ſhall by ſuch Party or Parties, or his or their Councel learned in the Law, be reaſonably deviſed or adviſed. *In Witneſs, &c.*

Arti-

Articles of Copartnership in two Trades, where each puts in so much as a Stock: To manage their Trades to the best Advantage: Neither of the Parties to do any Thing without the Consent of the other: Equally to pay the Rent of their Shop: All Loss to be born out of the Stock: To keep Books of Account: And once in three Months to make up Accounts, and divide the Profits, *&c.*

Articles of Agreement, indented, made, &c. *Between A. B. of,* &c. *of the one Part, and C. D. of,* &c. *of the other Part, in manner following*; (viz.)

Imprimis, It is agreed by and between the said Parties to these Presents, and the said *A. B.* and *C. D. have*, and by these Presents *do* join themselves to be Copartners together, as well in the Art or Trade of, *&c.* and all Things thereto belonging; as also in buying, selling, uttering, vending and retailing of all Sorts of Wares, Goods and Commodities, belonging to the Art or Trade of, *&c.* and all Things thereunto belonging; which said Copartnership is to continue between them from the Day of the Date of these Presents, for and during, and unto the full End and Term of, *&c.* from thence next ensuing, and fully to be compleat and ended. *And* to that End and Purpose, he the said *A. B.* hath the Day of the Date of these Presents delivered in as a Stock the Sum of, *&c.* and the said *C. D.* the Sum of, *&c.* to be used, laid out and employed in common between them, for the Management of the said Trades of, *&c.* to their utmost Benefit and Advantage. *Item*, It is agreed by and between

tween the ſaid Parties to theſe Preſents, and the ſaid Copartners, each for himſelf reſpectively, and for his own particular Part, and for his Executors and Adminiſtrators, *doth* ſeverally, and not jointly, covenant, promiſe, grant and agree to and with the other Partner, his Executors and Adminiſtrators, by theſe Preſents, in Manner and Form following; (that is to ſay) That they the ſaid Copartners ſhall not, nor will, at any Time hereafter uſe, exerciſe or follow, the Trades aforeſaid, or any other Trade whatſoever, during the ſaid Term, to their private Benefit or Advantage; but ſhall and will from Time to Time, and at all Times, during the ſaid Term, (if they ſhall ſo long live) do their and each of their beſt Endeavours in and by all Means poſſible, to the utmoſt of their Skill, Power and Cunning, for their joint Intereſt, Profit, Benefit and Advantage, and truly imploy, buy, ſell and merchandize with the Stock aforeſaid, and the Encreaſe thereof in the Arts or Trades aforeſaid, without any ſiniſter Intentions or fraudulent Endeavours whatſoever. And alſo, that they the ſaid Copartners ſhall and will from Time to Time, and at all Times hereafter during the ſaid Term, pay, bear and diſcharge equally and proportionably between them, the Rent of the Shop, which they the ſaid Copartners ſhall rent or hire for the joint exerciſing and managing the Arts or Trades aforeſaid, as the ſame ſhall be by any indifferent Perſon to be choſen between the ſaid Copartners judged and valued to be worth. And alſo, that all ſuch Gain, Profit and Increaſe, that ſhall come, grow or ariſe, for or by reaſon of the ſaid Trades and joint Occupying as aforeſaid, ſhall be from Time to Time during the ſaid Term and joint Occupying equally and proportionably divi-

ded

ded between them the ſaid Copartners, Share and Share alike. And likewiſe, that all ſuch Loſs as ſhall happen in the ſaid joint Occupying, by bad Debts, ill Commodities or otherwiſe, without Fraud or Covin, ſhall be paid and borne equally and proportionably between them, Share and Share alike. *And* it is further covenanted and agreed by and between the ſaid Parties to theſe Preſents, That there ſhall be had and kept from Time to Time and at all Times, during the ſaid Term and joint Occupying and Copartnerſhip together as aforeſaid, perfect, juſt and true Books of Account, wherein each of the ſaid Copartners ſhall duly and truly enter and ſet down, as well all Moneys by them received, paid, expended and laid out, in and about the Management of the ſaid Trades, as alſo all Wares, Goods, Commodities and Merchandize, by them or either of them bought and ſold, by Reaſon or Means, or upon the Account of their ſaid Copartnerſhip, and all other Matters and Things whatſoever to the ſaid Trades, and the Management thereof, in any wiſe belonging or appertaining; which ſaid Books ſhall be uſed in common between the ſaid Copartners, ſo that either of them may have free Acceſs thereto, without Interruption of the other. *And alſo*, That they the ſaid Copartners once in three Months Time, or oftner if Need ſhall require, upon the reaſonable Requeſt of one of them make, yield and render each to the other, or to the Executors of each or the other, a true, juſt and perfect Account, as well of all Profits and Increaſe by them or either of them ſo made as aforeſaid, and of all Loſſes by them or either of them ſuſtained; as alſo of all Payments, Receipts, Diſburſements, and all other Things whatſoever by them made, received, diſ-

burſed, acted, done or ſuffered in their ſaid Copartnerſhip and joint Occupying as aforeſaid. *And* the ſame Account ſo made, ſhall and will clear, adjuſt, pay and deliver each unto the other, at the Time of the making ſuch Account, their equal Shares of the Profits ſo made as aforeſaid. And at the End of the ſaid Term of, *&c.* or other ſooner Determination of theſe Preſents, (be it by the Death of one of the ſaid Copartners, or otherwiſe howſoever) they the ſaid Copartners ſhall and will each to the other, or (in caſe of the Death of either of them) the ſurviving Party to the Executors or Adminiſtrators of the Party ſo deceaſed, ſhall and will make a true, final and juſt Account of all Things as aforeſaid, and divide the Profits as aforeſaid, and in all Things well and truly adjuſt the ſame. *And* that then alſo, upon the making of ſuch final Account, all and every the Stock and Stocks, and the Gains and Encreaſe thereof, which ſhall then appear to be remaining, whether conſiſting in Money, Wares, Debts, or otherwiſe howſoever, ſhall be equally and indifferently parted and divided between the ſaid Copartners, their Executors or Adminiſtrators, Share and Share alike. *In Witneſs*, &c.

Articles of Copartnerſhip entred into in Conſideration of a Marriage, *&c.*

Articles *of Agreement indented, made*, &c. Between P. H. *of*, &c. *of the one Part, and* A. M. *of*, &c. *of the other Part, in Manner following, (that is to ſay.)*

I *Mprimis*, It is agreed by and between the Parties to theſe Preſents; and the ſaid P. H. for and

and in Conſideration of a Marriage intended ſhortly to be had and ſolemnized between the ſaid A. M. and G. H. Daughter of the ſaid P. H. *Hath* conſented, concluded, and agreed to receive and admit the ſaid A. M. to be Copartner with him in the uſing, exerciſing and managing of the Art, Miſtery or Trade of a Goldſmith, which he the ſaid P. H. now uſeth, to which End and Purpoſe they the ſaid P. H. and A. M. in Conſideration of the ſpecial Truſt and Confidence which each of them repoſeth in the other, *Have*, and by theſe Preſents do join themſelves to be Copartners together, in the uſing, exerciſing, following and managing the ſaid Art, Trade or Miſtery of a Goldſmith, with all Things thereunto belonging, from the Day of the Date of theſe Preſents, for and during, and unto the full End and Term of ten Years, from thence next enſuing, and fully to be compleat and ended. *And* for the better Management and improving of the ſaid Copartnerſhip, they the ſaid Copartners have depoſited and put in as a Common Stock or Fund, the ſeveral Sums hereinafter mentioned; (that is to ſay) the ſaid P. H. hath depoſited the Sum of 800 *l.* of, *&c.* and the ſaid A. M. hath depoſited the Sum of 600 *l.* of like, *&c.* to remain and be as and for a Common Stock or Fund to be uſed and employed in and about the ſaid Copartnerſhip, during the Continuance thereof in manner as is hereinafter mentioned and appointed. *Item*, It is covenanted, concluded and agreed by and between the ſaid Parties to theſe Preſents: And the ſaid Copartners, each of them for himſelf reſpectively, and for his ſeveral and reſpective Executors and Adminiſtrators, doth ſeverally covenant, promiſe and grant to and with the other Copartner, his Executors and Adminiſtrators,

ſtrators, by theſe Preſents, in Manner and Form following, (that is to ſay) That all and all Manner of Sum and Sums of Money, Coſts and Charges, which ſhall or may at any Time hereafter, during the Continuance of the ſaid Copartnerſhip, be laid out, disburſt or expended, as well in or about the working at, uſing, exerciſing or Management of the Art or Trade aforeſaid, of what Nature, Kind or Quality ſoever, the ſame ſhall or may be, or in or about the buying of Silver and other Materials whatſoever, or for the Payment of Servants Wages; as alſo to and for the Rent of the Houſe wherein they do or ſhall dwell; and all, and all Manner of Proviſions neceſſary for the Maintenance of themſelves and Families, and all other Charges and Diſburſements in Houſe-keeping or otherwiſe howſoever, (Cloathing for themſelves and Families only excepted) ſhall be from Time to Time, and at all Times hereafter paid, ſatisfied and diſcharged out of the Common Stock or Fund, ſo depoſited by them to the ſame Intent as aforeſaid: In the expending, laying out and diſburſing whereof they the ſaid Copartners ſhall and will uſe their utmoſt Care and Induſtry in the moſt Husband-like Manner to preſerve and manage the ſame to their joint Intereſt: *And* alſo that they the ſaid Copartners ſhall not, nor will at any Time hereafter during the Continuance of the ſaid Copartnerſhip, uſe, exerciſe or follow the Art, Miſtery or Trade aforeſaid, to their or either of their private Benefit or Advantage, but ſhall and will at all Times uſe, exerciſe and employ their beſt Endeavours Skill and Cunning, for their joint Intereſt, without any ſiniſter or fraudulent Acts or Endeavours whatſoever; *Excepting* only, and it is hereby agreed that it ſhall and may be lawful to and for

the ſaid P. H. to have, take and receive to his own proper Uſe all ſuch Benefit and Advantage, as ſhall come, ariſe or be made, by Reaſon of, any Piece of Workmanſhip, which ſhall be wholly wrought, begun and finiſhed by his own Hands, without any Breach of this preſent Agreement and Copartnerſhip: *In* a more eſpecial Manner the ſaid P. H. ſhall and will chiefly apply himſelf to inſpect into, and give Directions in and about the Working Part of the ſaid Art, Miſtery or Trade, without being obliged to work at the ſame in his own Perſon, but at his free Will and Pleaſure. And the ſaid A. M. ſhall and will employ and apply himſelf in and about the Management of the ſaid Stock, and the Shop, for the Merchandizing the ſame, and getting in ſuch Sums of Money as ſhall be entruſted during the ſaid Copartnerſhip; but ſo as either of the ſaid Copartners may at their free Wills and Pleaſures meddle or inſpect into all and every the Matters aforeſaid, without any Let, Interruption or Denial whatſoever: *And* alſo that neither they the ſaid Coparthers, nor either of them, ſhall at any Time hereafter, during the Continuance of the ſaid Copartnerſhip, lend, entruſt or give Credit to any Perſon or Perſons whatſoever, any of the ſaid Stock, or any the Goods, Commodities, Wares or Merchandize aforeſaid, without the mutual Conſent and Agreement of both the ſaid Copartners firſt had and obtained, not exceeding the Sum of 10 *l.* *And alſo*, that all ſuch Gain, Profit and Increaſe which ſhall from Time to Time, during the Continuance of the ſaid Copartnerſhip, ariſe, grow, accrue, come or be for or by Reaſon or Means of the Art, Miſtery or Trade aforeſaid, ſhall be from Time to Time equally ſhared and divided between them the ſaid Copartners, Share

and

and Share alike, each to have a Moiety. *And* alſo, that all ſuch Loſs and Damage, which ſhall or may ariſe, or be, for or by Reaſon of bad Debts or otherwiſe howſoever, in or about the Art, Miſtery or Trade aforeſaid, ſhall be equally born and diſcharged by and between them the ſaid Copartners. *And alſo*, that they the ſaid Copartners ſhall and will at all Times, during the Continuance of the ſaid Copartnerſhip, keep one or more juſt and true Book or Books of Accounts wherein they the ſaid Copartners ſhall enter and ſet down as well all and every the Sum and Sums of Money by them or either of them received and disburſt in and about all, and every the Matters aforeſaid, with the particular Thing and Things, for which ſuch Sum and Sums of Money were by them ſo received and disburſed as aforeſaid: *As* alſo all ſuch other Matters and Things relating to the ſaid Copartnerſhip, which ſhall be needful and requiſite to be entred and ſet down, which ſaid Book or Books of Account ſhall be had and uſed in Common, ſo that either of them the ſaid Copartners may at all Times reſort and have free acceſs to the ſame, without any Let or Interruption. *And* alſo, that they the ſaid Copartners at the end of every three Months, during the Continuance of their ſaid Copartnerſhip, or oftner (if it be demanded by either of them) ſhall and will make, yield and render to each other a true and juſt Account of all Rents, Diſburſements, Loſſes, Gains, Debts, Credits, Stock and Stocks, and all other Thing and Things whatſoever, by them or either of them in their ſaid Copartnerſhip had, made, done, ſuffered, received and paid: And upon the making ſuch Account ſhall and will divide, part, and deliver each to the other, their equal Moiety, Share and Dividend of the Profits

and Increaſe, which ſhall then appear to be remaining, and being over and above the Stock or Fund aforeſaid: And at the End of the ſaid Term of ten Years or other ſooner Determination of the ſaid Copartnerſhip (be it by the Death of one of the ſaid Copartners, or otherwiſe), they the ſaid Copartners ſhall and will each to the other or (in Caſe of the Death of one of them, as aforeſaid) the Survivor to the Executors or Adminiſtrators of the Deceaſed, make and render a final, true, juſt and perfect Account of all Things before-mentioned and appointed to be accounted for. *And* ſhall then alſo adjuſt the ſame and pay and deliver each to the other their equal Moiety, Share and Dividend of all and every the Profits and Increaſe which ſhall then appear to be and remain: And finally, after ſuch Account made and adjuſted, and the Profits divided as aforeſaid, he the ſaid P. H. his Executors or Adminiſtrators, ſhall then withdraw the ſaid Sum of 800 *l.* ſo by him depoſited as a common Stock or Fund as aforeſaid; and the ſaid A. M. his Executors or Adminiſtrators, ſhall then alſo withdraw the ſaid Sum of 600 *l.* ſo by him depoſited as a common Stock or Fund as aforeſaid: *Provided* there be ſo much then remaining, and to be had thereout; for and in Default whereof, they the ſaid Copartners ſhall have, take and receive proportionable to the reſpective Sums by them now depoſited as aforeſaid. *And laſtly*, It is hereby mutually covenanted, concluded and agreed by and between them the ſaid Copartners, That if it ſhall happen that either of them the ſaid Copartners do depart this Life before the Expiration of the ſaid Term of ten Years, and the Survivor of them, ſhall continue the Art, Miſtery or Trade of a Goldſmith, that then and in ſuch

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Caſe the Widow and Relict of ſuch the ſaid Copartners as ſhall ſo happen to depart this Life, upon the continuing the like Sum of Money as is before-mentioned, to be now depoſited by her reſpective Husband, as and for a Common Stock or Fund, to be uſed as aforeſaid, ſhall be admitted, received and taken by the ſurviving Copartner into the ſaid Copartnerſhip in the Place of her ſaid Husband, and have, receive, and from Time to Time hold and enjoy all and every the Rights, Privileges, Benefits, Advantages, Profits and Intereſt of, in and to the ſame Copartnerſhip for and during all the Reſt, Reſidue and Remainder, which ſhall be then to come and unexpired of the ſaid Term of ten Years, as fully and amply in every Reſpect, to all Intents and Purpoſes, as her ſaid Husband might or could have had and enjoyed the ſame, had he ſurvived, after the Expiration of the ſaid Term. *In Witneſs*, &c.

Other Covenants in large Copartnerſhips made by Indenture.

AND alſo, that it ſhall and may be lawful to and for the ſaid Copartners Monthly, (*viz.*) on the firſt *Monday* in every Month during the Copartnerſhip, to have and take out of their ſaid Joint-Stock, and the Proceed and Increaſe thereof for their reſpective Uſes and Occaſions towards paying Houſe-Rent, defraying the Charge of Houſe-keeping and of Servants Wages, and all other incident Charges which may accrue in or about the Management of the ſaid joint Trade and Copartnerſhip, the Sum of, *&c. viz.* the ſaid *A. B. &c.* and the ſaid *C. D. &c.* Which Monthly, and other Sum and Sums of Money ſo to be taken out, ſhall from Time to Time be entred

tred into the ſaid Books of Account by the Perſon that ſhall have or take out the ſame; and upon the next Account to be then after ſtated between them, ſhall be reckoned and accounted for, and accepted and taken as part of the Gains and Increaſe, accruing by the ſaid Joint-Trade. *And* that it ſhall and may be lawful to and for each and either of the ſaid Partners, to have and take in Turns one or more Apprentice or Apprentices, or Covenant Servant, to be employed in and about the Buſineſs of the ſaid Joint-Trade, who ſhall be at the Command of both the ſaid Partners. And that all Monies or other Things to be had or taken with any ſuch Apprentice ſhall go and be received to and by both the ſaid Copartners, Share and Share alike, and ſhall to that End be brought into the Joint-Stock, *And* each and either of them the ſaid *A. B.* and *C. D.* doth hereby for himſelf reſpectively, and for his ſeveral and reſpective Executors and Adminiſtrators, further covenant, promiſe and agree to and with the other of them, his Executors and Adminiſtrators, by theſe Preſents as followeth, (that is to ſay) That neither of them the ſaid Partners, ſhall at any Time ſell or deliver out upon Truſt, and without Ready Money, any Thing belonging to their Joint-Stock and Eſtate, or truſt out, or lend any Money out of the ſaid Joint-Stock, to any Perſon or Perſons, whereof the other of them ſhall forewarn him, and give Notice to the contrary, but at the only Hazard and Peril of him ſo truſting the ſame: And the Loſs and Damage thereby accruing ſhall be by him only ſuſtained and made good, and not by the Joint-Stock. *And* that neither of them the ſaid Copartners ſhall at any Time, without Conſent of each of them releaſe or diſcharge any Debt, Duty or Sum of Money

which

which ſhall be due or owing to them on their joint Account, or any Part thereof, or any Securities given for the ſame, but only ſuch and ſo much as ſhall be actually received and brought into the Joint-Stock: *Nor* ſhall either of the ſaid Partners compound or agree to accept Part for the whole of any Debt, Duty or Sum of Money to them jointly owing or payable, without the Conſent and Approbation of the other of them, thereto in Writing firſt had and obtained. *And* that neither of the ſaid Copartners ſhall at any Time, during the Continuance of this Copartnerſhip, and before a final Partition, made between them become Bound, Bail or Surety, for or with, or to any Perſon or Perſons whatſoever, either by Bond, Bill, Promiſe, or otherwiſe, without the Privity or Conſent of the other of them, thereto in Writing firſt had and obtained, (Covenant to account once a Year, and to make a final Account at End of Partnerſhip, and divide, *&c.*) *And* as for the Debts which ſhall be then due and owing unto them on their joint and partible Account, they the ſaid Copartners ſhall, as equally as may be, divide and part the ſame into two equal Shares, and then, and thereupon ſhall caſt Lots for the ſame: And the Debts which by ſuch Lot ſhall fall out to the ſaid *A. B.* his Executors or Adminiſtrators, together with the Securities concerning the ſame, (if any) ſhall be aſſigned and ſet over to the ſaid *A. B.* his Executors or Adminiſtrators, and he or they ſhall be fully impowered to receive the ſame to his and their own Uſe and Behoof, without any Let or Hinderance of or by the ſaid *C. D.* his Executors or Adminiſtrators: And the Debts which by ſuch Lot ſhall fall out to the ſaid *C. D.* ſhall be aſſigned and ſet over to the ſaid *C. D.* his Execu-

tors or Adminiſtrators, and he or they ſhall be fully impowered to receive the ſame to his and their own Uſe and Behoof, without any Let or Hinderance of or by the ſaid *A. B.* his Executors or Adminiſtrators. *And further*, that they the ſaid Copartners their Executors or Adminiſtrators, ſhall within ſix Months next after ſuch Account and final Partition and Diviſion, made and paſſed as aforeſaid, or as ſoon after as the ſame ſhall become due, ſatisfie and pay his and their proportionable Part and Share of all Debts, Dues and Sums of Money, which then ſhall be due or owing by or from them the ſaid Copartners upon their joint Account, and in Reſpect only of their ſaid Copartnerſhip, and thereof and therefrom ſhall always ſave and keep harmleſs each other, and the Executors and Adminiſtrators of each other, according to the true Intent and Meaning of theſe Preſents. *And laſtly*, It is mutually covenanted, concluded and agreed by and between the ſaid Parties to theſe Preſents for themſelves, their Executors and Adminiſtrators, that if any Doubt, Queſtion or Controverſy ſhall happen or ariſe between the ſaid Copartners for, about or concerning this preſent Indenture, or any Covenant, Clauſe, Sentence, Promiſe, Condition or Agreement herein contained, or any Defect or Want of Explanation of any Matter or Thing relating to this Copartnerſhip; that then, and in ſuch Caſe, and as often as any ſuch Doubt, Queſtion, Controverſy or Difference, ſhall ariſe or happen, the ſame ſhall be referred unto two indifferent Perſons to be nominated and choſen from Time to Time by the ſaid Copartners, within ten Days next after ſuch Doubt or Controverſy ſhall ariſe or happen (each and either of the ſaid Copartners to chooſe one) to be by the

ſame two Perſons ſo indifferently choſen, heard and determined; or elſe by an Umpire to be nominated and appointed by the ſaid two indifferent Perſons, in Caſe they themſelves cannot agree and compoſe the ſame: And that each and either of them the ſaid Copartners, and his reſpective Executors and Adminiſtrators, ſhall and will ſtand to, abide, perform and keep, ſuch Order and Determination therein, as the ſaid indifferent Perſons, or the ſaid Umpire, ſo to be choſen as aforeſaid, ſhall make and give up between them the ſaid Parties Referees, ſo as the Order, Judgment and Determination of the ſaid, *&c.* be delivered in, in Writing under Hand and Seal, within ten Days after the Controverſy. *In Witneſs*, &c.

A Relinquiſhment of an Eſtate in Copartnerſhip.

THIS *Indenture* made, *&c. Between A. B* of, *&c.* of the one Part, and *C. D.* and *E. F.* of, *&c.* of the other Part. *Whereas* the ſaid *A. B. C. D.* and *E. F.* have traded and dealt together, as Copartners in the Trade of, *&c.* for ſeveral Years paſt; and by their ſaid trading together many Goods, Wares and Debts are come unto them, wherein every one of them hath a joint Intereſt, according to certain Articles of Agreement and Copartnerſhip made between them: And alſo they the ſaid Parties are become jointly indebted to divers other Perſons in divers Sums of Money, concerning their Trade aforeſaid. *And whereas* the ſaid *A. B.* in Conſideration of the Sum of, *&c.* to be to him paid by the ſaid *C. D.* and *E. F.* hath agreed with the ſaid *C. D.* and *E. F.* to relinquiſh all his Right and Title of, in and to the ſaid Copartnerſhip. *Now this Indenture witneſſeth*, that the ſaid

A. B.

A. B. for and in Conſideration of the ſaid Sum of, *&c.* to him in Hand, at and before the Sealing and Delivery of theſe Preſents, well and truly paid by the ſaid *C. D.* and *E. F.* the receipt whereof he doth hereby acknowledge, and for other good Cauſes and Conſiderations him thereunto moving, *Hath* conſented and agreed, and by theſe Preſents doth conſent and agree, to ſever and part himſelf from the ſaid Trade and Dealing, together with the ſaid *C. D.* and *E. F.* in Copartnerſhip aforeſaid. And to that End and Purpoſe, he the ſaid *A. B.* for the Conſiderations aforeſaid, doth grant, aſſign and ſet over unto the ſaid *C. D.* and *E. F.* all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever, which he the ſaid *A. B.* now hath or may have, or ſhould or ought to have of, in and to all and ſingular the Goods, Wares, Merchandizes and Debts, as are mentioned and expreſſed in an Account ballanced, ſigned by the ſaid *A. B.* bearing Date, *&c.* or hereto annexed. *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid *C. D.* and *E. F.* and either of them, their and either of their Executors and Adminiſtrators, by theſe Preſents in manner following; (that is to ſay) that the ſaid Account, according to the Tenor of the aforeſaid Ballance thereof, is juſt and true: *And* that he the ſaid *A. B.* at any Time heretofore, hath not received, releaſed or diſcharged nor that he the ſaid *A. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, at any Time hereafter ſhall receive, releaſe or diſcharge any of the Goods or Debts mentioned in the ſaid Account, nor any Part thereof; nor ſhall do any Act, Deed or Thing, to let or hinder the ſaid *C. D.* and *E. F.* or either of them,

of

of, or in the receiving, recovering or enjoying of the ſame or any of them, or any Part thereof, without the Conſent and Agreement of the ſaid *C. D.* and *E. F.* their Executors and Aſſigns, in Writing firſt had and obtained; *But* ſhall and will permit and ſuffer the ſaid *C. D.* and *E. F.* their Executors or Aſſigns, to have, take, recover, receive and enjoy, to their own proper Uſe and Uſes the ſame Goods, Wares and Debts, and every of them, and every Part thereof, without any Account to be given or made to the ſaid *A. B.* his Executors or Adminiſtrators, for the ſame or any Part thereof. *And* that the ſaid *A. B.* ſhall and will upon Requeſt to him made by the ſaid *C. D.* and *E. F.* or either of them, their Executors or Aſſigns, aſſiſt and help them in the Recovery and obtaining of the ſaid Goods and Debts at the Coſts and Charges of the ſaid *C. D.* and *E. F.* their Executors and Aſſigns. *And* the ſaid *C. D.* and *E. F.* for themſelves, their Executors, Adminiſtrators and Aſſigns, do covenant, promiſe and grant to and with the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, by theſe Preſents, that they the ſaid *C. D.* and *E. F.* their Executors and Adminiſtrators, ſhall and will at all Times hereafter content and ſatisfy all and every the Debt and Debts, Creditor and Creditors, to whom the ſaid *A. B.* ſtandeth any manner of Ways, or in any Reſpect charged or indebted concerning any of the Affairs and Dealings mentioned and contained in the ſaid Accounts: And of and from the ſame, and all Accounts, Actions, Suits and Demands, concerning the ſame, ſhall and will at all Times hereafter ſave and keep harmleſs, and indemnify the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, and every of them by theſe Preſents. *In Witneſs*, &c.

Where

Where many Copartners make a Diviſion, let every Man's Share of Goods, Debts, *&c.* be put in a ſeparate Schedule, each Schedule being diſtinguiſhed and annex'd to each Part of the Deed to which it belongs, with Covenants peaceably to enjoy each Copartner his Part contained in ſuch Schedules, *&c.*

Special Releaſes.

A Releaſe of Partnerſhip.

THis *Indenture* made, *&c. Between R. B.* of, *&c.* of the one Part, and *T. H.* of, *&c.* of the other Part. *Whereas* in and by certain Articles of Agreement bearing Date, *&c.* they the ſaid *R. B.* and *T. H.* agreed to become Partners in the Trade of, *&c.* until, *&c.* upon ſuch Terms as in the ſaid Articles are mentioned; and accordingly the Partnerſhip hath continued until, *&c.* laſt: But the ſaid *T. H.* finding great Indiſpoſition in his Health, hath deſired to be releaſed from the ſaid Copartnerſhip, although the Time be not yet expired. *It is therefore* agreed between the ſaid Parties in manner following; (*viz.*) *Firſt*, That the ſaid *R. B.* ſhall give his own Bond to the ſaid *T. H.* of the Penalty of 1000*l.* with Condition for Payment to him of 500*l.* at ſix Months End, with Intereſt at 5 *per Cent. Secondly*, That in Lieu thereof the ſaid R. *B.* ſhall take and receive to his own Uſe, not only all the Goods and Implements whatſoever belonging to the ſaid Trade and Partnerſhip, but ſhall alſo receive to his own Uſe all Debts and Sums of Money owing to them on Account of the ſaid Partnerſhip. *Thirdly*, That he the ſaid *R. B.* ſhall pay all

Debts

Debts contracted, and all Sums of Money owing to any Perſon or Perſons on account of the ſaid Partnerſhip, which the ſaid *R. B.* doth hereby covenant to pay accordingly. *Fourthly*, The ſaid *T. H.* for himſelf, his Executors and Adminiſtrators, doth covenant and agree with the ſaid *R. B.* his Executors and Adminiſtrators, That he the ſaid *T. H.* his Executors or Adminiſtrators, will neither receive any of the Debts or Moneys owing on account of the ſaid Partnerſhip, or releaſe or diſcharge the ſame, or any Part thereof; but will Conſent to allow and own all Proceſs and Proceedings to be commenced or proſecuted by the ſaid *R. B.* in the Names of him and the ſaid *T. H.* for Recovery thereof. *In Witneſs*, &c.

Releaſe of Right and Title to a Houſe and Goods held in Partnerſhip.

THis *Indenture* Tripartite made, *&c. Between J. K.* of, *&c.* of the firſt Part; *J. C.* of, *&c.* of the ſecond Part; and *E. C.* of, *&c.* of the third Part. *Whereas* the ſaid *J. K.* did formerly, by good Ways and Aſſurances in the Law, grant and convey to the ſaid *E. C. all* that Capital Meſſuage, *&c.* ſituate, *&c.* with Covenants, peaceably to enjoy, *&c. And whereas* the ſaid *J. K.* did alſo grant, bargain and ſell unto the ſaid *E. C.* his Executors, Adminiſtrators and Aſſigns, *To hold* as his and their own proper Goods for ever, *all* and ſingular the Goods, Implements and Utenſils of Houſhold and Houſhold-Stuff; and alſo the ſeveral Implements, Utenſils, and other Things belonging to the Art or Trade of, *&c.* then being or remaining in the ſaid capital Meſſuage or Manſion-houſe, and particularly mentioned in the Schedule annexed to the

the Deed of Conveyance of the ſaid Premiſſes, as may appear. *And whereas* the ſaid *J. C.* being one of the Partners with the ſaid *J. K.* in the Art or Trade of, *&c.* aforeſaid, pretends a Right to one 3d Part of the ſaid capital Meſſuage, Manſion-houſe, Implements and Premiſſes, as well for ſeveral Years paſt as to come. *And whereas* the ſaid *J. C.* hath agreed to accept and receive of the ſaid *J. K.* the Sum of, *&c.* in full of all his Demands, as well from the ſaid *J. K.* as from or out of the ſaid capital Meſſuage and Premiſſes, or any of them. *Now this Indenture witneſſeth*, That the ſaid *J. C.* for and in Conſideration of the ſaid Sum of, *&c.* to him in Hand paid by the ſaid *E. C.* by the Direction and at the Requeſt of the ſaid *J. K.* the Receipt whereof the ſaid *J. C.* doth hereby acknowledge. And for extinguiſhing and taking away all ſuch Right and Title, or Pretence of Right or Title, as he the ſaid *J. C.* can or may claim, or pretend to have in or to the ſaid capital Meſſuage and Premiſſes, or any Part thereof, he the ſaid *J. C. hath* granted, remiſed, releaſed, and for ever quit claimed, and by theſe Preſents doth grant, *&c.* unto the ſaid *E. C.* his Heirs and Aſſigns for ever, *all* and ſingular the ſaid capital Meſſuage, Manſion-houſe, Hereditaments and Premiſſes above-mentioned and recited, and every Part and Parcel thereof, with the Appurtenances: And alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of him the ſaid *J. C.* of, in and to the ſame Premiſſes, and of, in and to every Part and Parcel thereof, with the Appurtenances; ſo that neither the ſaid *J. C.* his Executors or Adminiſtrators, ſhall or may have, claim, challenge or Demand the ſaid Premiſſes, or any Part thereof: But of and from the

ſame,

ſame, and every Part thereof, ſhall and will for ever hereafter be barred and excluded by theſe Preſents. *And* the ſaid *J. C.* for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *E. C.* his Heirs and Aſſigns, That he the ſaid *E. C.* his Heirs and Aſſigns, ſhall and may at all Times for ever hereafter peaceably and quietly have, hold, occupy, poſſeſs and enjoy, *all* and ſingular the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid *J. C.* his Executors, Adminiſtrators, and Aſſigns, and every of them, and of all and every other Perſon or Perſons whatſoever, claiming in, by, from or under him, them, or any of them. *In Witneſs, &c.*

A Releaſe of Dower.

TO *all People*, &c. Dame *D. W.* Widow and Relict of Sir *D. W.* late of, *&c.* deceaſed, ſendeth Greeting. *Know ye*, That the ſaid Dame *D. W.* for and in Conſideration of the Sum of, *&c.* to her in Hand paid by Sir *T. W.* of, *&c.* Son of the ſaid Sir *W. D. hath* remiſed, releaſed, and for ever quit claimed, and by theſe Preſents doth fully, freely, and abſolutely remiſe, *&c.* unto the ſaid Sir *T. W. all* and all manner of Dower, and Right and Title of Dower whatſoever, which ſhe the ſaid Dame *D. W.* now hath, may, might, ſhould, or of Right ought to have or claim, of, in or out of all and every the Manors, Meſſuages, Lands, Tenements and Hereditaments whatſoever, which were the ſaid Sir *D. W.*'s, her late Husband, at any Time during the Coverture between him and the ſaid

Dame D. ſituate and being in the Counties of, *&c.* or in any or either of them: And alſo all manner of Actions and Writs of Dower whatſoever, ſo as neither ſhe the ſaid Dame *D. W.* nor any other Perſon for her or in her Name, any manner of Dower, or Writ or Action of Dower, or any manner of Right or Title of Dower, of or in the ſaid Manors, Lands, Tenements and Hereditaments, or of or in any Part or Parcel thereof, at any Time hereafter ſhall or may have, claim or proſecute againſt the ſaid Sir *T. W.* his Heirs or Aſſigns, but of and from the ſame ſhall be utterly debarred, and for ever excluded by theſe Preſents. *In Witneſs*, &c.

A Releaſe of Waſte, and of Covenants.

TO *all People*, &c. *W. S.* of, *&c.* ſendeth Greeting. *Whereas J. S.* of, *&c.* being poſſeſſed of a Piece or Parcel of Wood-Ground, ſituate, *&c.* for a Term of Years yet to come, by Virtue of one Indenture of Leaſe made to him by the ſaid *W. S.* For the better Manuring and improvement of the ſaid Ground, hath cut down and grubbed up divers Trees in and upon the ſaid Ground, and hath converted the ſame to Tillage, which after the Expiration of the Term aforeſaid will be an Advantage to the ſaid *W. S.* his Heirs or Aſſigns, as well as an immediate Benefit and Profit to the ſaid *J. S.* *And whereas* the ſaid *J. S.* is ſubject and liable to be troubled by Action for the Waſte he hath committed, by cutting down the ſaid Trees contrary to the Covenants contained in his Leaſe, notwithſtanding the ſaid Improvement. *Now know ye*, That the ſaid *W. S.* for and in Conſideration of, *&c.* and for divers other good Cauſes and Conſiderations

him thereunto moving, *hath* remised, released and quit claimed, and by these Presents doth, for himself, his Heirs, Executors and Administrators, remise, release and quit Claim unto the said *J. S.* his Executors, Administrators and Assigns, all and all manner of Actions of Waste, and all manner of Suits for any Wastes or Damages done or committed by him the said *J. S.* in the said Piece or Parcel of Wood-Ground above-mentioned, until the Day of the Date of these Presents. And also all and all manner of Actions of Covenant and other Actions, Suits and Demands, for or concerning any Covenants, Provisoes or Agreements in the Indenture of Lease abovementioned contained, for not cutting down or grubbing up the same Woods or Underwoods heretofore cut and grubbed up as aforesaid. *In Witness*, &c.

A Release of Battery.

KNow all Men by these Presents, That I *A. B.* of, &c. *have* remised, released, and for ever quit claimed, and by these Presents, for me, my Heirs, Executors and Administrators, do clearly and absolutely remise, release, and for ever quit Claim unto *C. D.* of, &c. all and all manner of Actions of Trespass, Assault and Battery, and all other Trespasses whatsoever; and all Cause and Causes of all and every, or any such Action or Actions, which against the said *C. D.* I ever had, now have, or which I, or my Executors or Administrators, at any Time hereafter shall or may have, for or by Reason or Means of any Matter, Cause or Thing whatsoever, from the Beginning of the World, unto the Day of the Date hereof. *In Witness*, &c.

A Releaſe of a Bond, it being loſt.

TO *all People*, &c. *J. M.* of, *&c.* ſendeth Greeting. *Whereas R. L.* and *S. L.* by their Bond or Obligation bearing Date, *&c.* are become bound unto the ſaid *J. M.* in the penal Sum of, *&c.* for the Payment of the Sum of, *&c.* with lawful Intereſt, at certain Days or Times therein mentioned now paſt. *And whereas* the ſaid Sum of, *&c.* and all Intereſt for the ſame, is fully paid and ſatisfied to the ſaid *J. M.* to the Day of the Date hereof: But the ſaid Bond or Obligation is either loſt or miſlaid, ſo that it cannot at preſent be found to be delivered up to the ſaid *R. L.* and *S. L.* as it ought to be. *Now know ye*, That I the ſaid *J. M.* have remiſed, releaſed and quit claimed, and do hereby for me, my Executors and Adminiſtrators, remiſe, releaſe, and for ever quit Claim unto the ſaid *R. L.* and *S. L.* and either of them, their and either of their Heirs, Executors and Adminiſtrators, as well the ſaid recited Obligation, and all ſuch Sums of Money as are therein mentioned to be due and payable unto me the ſaid *J. M.* my Executors, Adminiſtrators or Aſſigns: As alſo all and all manner of Actions and Suits, Cauſe and Cauſes of Actions and Suits, Accounts, Debts, Reckonings, Sum and Sums of Money, Judgments, Executions and Demands whatſoever, which I the ſaid *J. M.* ever had, now have, or that I, my Executors, Adminiſtrators or Aſſigns, or any of us, at any Time to come can or may have to, for or againſt the ſaid *R. L.* and *S. L.* or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, for or by Reaſon or Means of the ſaid recited Obligation, or otherwiſe.

And

And I the said *J. M.* do for me, my Executors, Administrators or Assigns, covenant, promise and agree to and with the said *R. L.* and *S. L.* their Executors and Administrators, that if I the said *J. M.* my Executors or Assigns, at any Time or Times hereafter, do find, or can have or obtain the said recited Obligation, being now lost or mislaid as aforesaid; then I the said *J. M.* my Executors, Administrators or Assigns, or some of us, shall and will deliver, or cause to be delivered, the said Obligation into the Hands of them the said *R. L.* and *S. L.* or one of them, their Heirs, Executors and Administrators, in order to be cancelled. *In Witness*, &c.

A Release of a Recognizance.

TO *all People*, &c. *A. B.* of, *&c.* sendeth Greeting. *Whereas W. D.* of, *&c.* by a Recognizance, or Statute Staple bearing Date, *&c.* taken and acknowledged before, *&c.* Lord Chief Justice of *England*, stands bound to *C. D.* of, *&c.* in, *&c.* payable as in the said Recognizance or Statute is mentioned; as by the same Recognizance or Statute more at large doth appear. *And whereas* the said *C. D.* by his Deed or Assignment bearing Date, *&c.* did for divers Considerations therein mentioned, assign and set over unto me the said *A. B.* as well the said Recognizance or Statute, and the said Debt of, *&c.* and all his Right, Title and Interest, which he the said *C. D.* then had or ought to have had in and to the same; *To hold* the said Recognizance or Statute, and the said Debt of, *&c.* aforesaid, unto me the said *A. B.* my Executors and Assigns, as our own proper Goods and Chattels for ever, as by the said Assignment more fully

and at large doth appear. *Now know ye*, That I the ſaid *A. B.* for and in Conſideration of the Sum of, *&c.* to me in Hand paid, *Have* remiſed, releaſed and quit claimed, and by theſe Preſents for me my Executors, Adminiſtrators and Aſſigns; and every of us do remiſe, releaſe and for ever quit claim unto the ſaid *W. D.* his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, the Recognizance or Statute above recited, and the Penalty and Forfeiture thereof; and alſo all and all Manner of Actions, Arreſts, Extents, Judgments, Executions, Condemnations, Liberates, Seizures, Debts and Demands whatſoever, which I the ſaid *A. B.* or the ſaid *C. D.* or either of us, now have, ſhall, may, might or ought to have againſt the ſaid *W. D.* his Heirs, Executors, Adminiſtrators and Aſſigns, or any of them, or his or their, or any of their Lands, Tenements, Goods or Chattels, for or by Reaſon of the ſaid Recognizance or Statute, or of the Penalty or Forfeiture thereof; ſo that neither I the ſaid *A. B.* nor the ſaid *C. D.* our Executors, Adminiſtrators or Aſſigns, nor any of us, any Action, Arreſt, Extent, Judgment, Execution, Condemnation, Liberate, Seizure, Debt or Demand upon the ſaid Recognizance or Statute, ſhall or may from henceforth commence, proſecute, or ſue againſt the ſaid *W. D.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of their Lands, Tenements, Goods or Chattles, but ſhall be thereof utterly debarred, and for ever excluded by theſe Preſents. *In Witneſs*, &c.

Releaſe of Errors on a Judgment.

KNow *all Men* by theſe Preſents, that I *J. H.* of, *&c.* do remiſe, releaſe, and for ever quit

quit, claim unto *N. J.* of, *&c.* all and all manner of Error and Errors, Miſpriſions, Miſ-entries, Defects, and wrongful Proceedings whatſoever, made, committed, omitted and done in, about or concerning one Judgment for 500 *l.* Debt, together with Coſts of Suit by him obtained againſt me in Her Majeſty's Court of Common-Pleas at *Weſtminſter*, in *Trinity* Term now laſt. And alſo all Writ and Writs of Error and Errors whatſoever, concerning the ſame. *In Witneſs*, &c.

A Releaſe of Eſcapes to the Sheriff.

TO *all*, &c. I *S. A.* of, *&c.* ſend Greeting. *Whereas J. P.* of, *&c.* Eſq; Sheriff of the County of, *&c.* having by Warrant under his Seal of Office, cauſed to be arreſted, taken and detained in the Gaol or Priſon of, *&c.* in the ſaid County of, *&c.* the Body of *F. W.* of, *&c.* in the ſaid County, Widow, by Vertue of a *Latitat* to the ſaid Sheriff directed, iſſued out of his Majeſty's Court of King's Bench at *Weſtminſter* againſt the ſaid *F. W.* at the Suit of me the ſaid *S. A.* as thereby may appear, *He* the ſaid Sheriff, at the ſpecial Inſtance and Requeſt of the ſaid *S. A.* hath cauſed to be diſcharged and ſet at Liberty out of his Cuſtody, the Body of the ſaid *F. W.* taken and detained as aforeſaid. *Now know ye*, That I the ſaid *S. A.* in Conſideration thereof, have remiſed, releaſed, and for ever quit claimed, and by theſe Preſents, for me, my Executors and Adminiſtrators, do remiſe, *&c.* unto the ſaid Sheriff, his Under-Sheriff, and his and their Heirs, Executors and Adminiſtrators, Bailiffs and Officers whatſoever, and every of them, all, and all manner of Actions, Eſcapes, Suits, Plaints, Debts, Damages and Demands whatſoever, which I the

ſaid S. A. now have, or which I my Executors or Adminiſtrators, at any Time or Times hereafter can or may have againſt the ſaid Sheriff, his Under-Sheriff or Officers whatſoever, for or by Reaſon of the diſcharging or ſetting at Liberty the Body of the ſaid *F. W.* as aforeſaid, or for touching or concerning the Execution or Miſexecution of the ſaid Writ, or for or by Reaſon of any other Matter, Cauſe or Thing whatſoever, from the Beginning of the World until the Day of the Date hereof. *In Witneſs*, &c.

A Releaſe of Title to Lands.

TO *all People*, &c. *A. B.* of, *&c.* ſendeth Greeting; *Know ye*, That the ſaid *A. B.* for and in Conſideration of, *&c. Hath* remiſed, releaſed, and for ever quit claimed; and by theſe Preſents *doth* for him and his Heirs, fully, clearly and abſolutely remiſe, releaſe, and for ever quit claim unto *C. D.* of, *&c.* and to his Heirs and Aſſigns for ever, *All* the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, of him the ſaid *A. B.* of, in or to *All* that the Manor of, *&c.* by any Ways or Means whatſoever; *To have and to hold* the ſaid Manor of, *&c.* unto the ſaid *C. D.* his Heirs and Aſſigns, to the only proper Uſe and Behoof of him the ſaid *C. D.* his Heirs and Aſſigns for ever, ſo that neither he the ſaid *A. B.* nor his Heirs, nor any other Perſon or Perſons for him or them, or in his or their Names or Right ſhall or will by any Ways or Means whatſoever at any Time hereafter, claim, challenge or demand any Eſtate, Right, Title or Intereſt, of, in or to the ſaid Manor and Premiſſes, or any Part thereof: But from all and every, Action, Eſtate, Right, Title, Intereſt, Claim and Demand of, in or to the

the ſaid Premiſſes, or any Part or Parcel thereof, they and every of them, ſhall be for ever barred and excluded by theſe Preſents: *And* the ſaid *A. B.* and his Heirs, the ſaid Manor, Meſſuage, Lands, Tenements, Hereditaments and Premiſſes, with the Appurtenances to the ſaid *C. D.* his Heirs and Aſſigns, againſt him the ſaid *A. B.* and his Heirs, ſhall and will warrant, and for ever defend by theſe Preſents. *In Witneſs*, &c.

Releaſe of Lands held in Jointenancy, made from one Jointenant to another.

TO *all People*, &c. *R. P.* of, *&c* ſendeth Greeting. *Know ye*, That I the ſaid *R. P.* for good and valuable Conſiderations me hereunto moving, *Have* remiſed and releaſed, and by theſe Preſents, for me and my Heirs, do remiſe and releaſe unto *H. C.* of, *&c.* and to the Heirs and Aſſigns of the ſaid *H. All* the Eſtate, Right, Title and Intereſt, Poſſeſſion, Reverſion, Claim and Demand whatſoever, which I the ſaid *R. P.* ever had, now have, or which at any Time hereafter I or my Heirs, can or may have of, and in all that Meſſuage, *&c.* (which ſaid Meſſuage, *&c.* were by Indenture of Releaſe, bearing Date, *&c.* granted by, *&c.* unto me the ſaid *H. C.* in Jointenancy, and to our Heirs for ever); or of, in or to any Part or Parcel thereof, ſo that neither I the ſaid *R. P.* nor my Heirs, any Eſtate, Right, Title or Intereſt of, or in the ſaid Premiſſes, or any Part thereof, at any Time hereafter, ſhall or may claim or demand, but of and from all Actions, Eſtates, Right, Title, Intereſt, Claim and Demand thereunto, I the ſaid *R. P.* and my Heirs, ſhall be barred and for ever excluded by theſe Preſents. *In Witneſs*, &c.

A Releaſe of an Annuity.

TO *all People*, &c. *A. B.* of, *&c.* ſendeth Greeting. *Whereas* Sir *J. B.* of, *&c.* Bart. by Indenture bearing Date, *&c.* for the Conſiderations therein mentioned, *Did* give and grant unto the ſaid *A. B.* one Annuity or yearly Rent of, *&c.* to be iſſuing and going out of all and ſingular the Manors, Meſſuages, Lands, Tenements and Hereditaments of him the ſaid Sir *J. B.* ſituate, *&c.* called, *&c. To hold*, receive and enjoy the ſaid Annuity, or yearly Rent of, *&c.* to the ſaid *A. B.* his Executors and Aſſigns, for and during the natural Life of the ſaid Sir *J. B.* payable at two of the moſt uſual Feaſts or Times in the Year, (*viz.*) *&c.* as in and by the ſaid Indenture may more fully appear. *Now know ye*, That I the ſaid *A. B.* for and in Conſideration of the Sum of, *&c.* to me in Hand paid at and before the Sealing and Delivery of theſe Preſents, by *G. S.* of, *&c.* The Receipt whereof I do hereby acknowledge, *Have* remiſed, releaſed and quit claimed, and by theſe Preſents, *do* fully and abſolutely remiſe, releaſe, and for ever quit claim unto the ſaid *G. S.* his Heirs and Aſſigns, in his full and peaceable poſſeſſion, as well the ſaid Annuity, or yearly Rent of, *&c.* before-mentioned, and every Part and Parcel thereof: And all Rents, Arrearages of Rents, Penalties, Forfeitures, *Nomine pœnæ* and Diſtreſſes whatſoever, due or forfeited, by Reaſon of the Non-payment of the ſaid Annuity, or yearly Rent of, *&c.* or any Part thereof: *As* alſo all the Eſtate, Right, Title, Intereſt, Property, Term of Years, Claim and Demand whatſoever, which I the ſaid *A. B.* my Executors or Aſſigns, now have, may, might, ſhould

ſhould or ought to have of, in and to the ſaid Annuity or yearly Rent of, *&c.* above-mentioned, or any Part thereof, by Vertue of the ſaid recited Indenture, or otherwiſe howſoever; *To have and to hold* the ſaid Annuity or yearly Rent of, *&c.* above-mentioned, and all my Eſtate, Right, Title and Intereſt of, and to the ſame unto the ſaid *G. S.* his Heirs and Aſſigns for ever; ſo as neither I the ſaid *A. B.* my Executors or Aſſigns, ſhall at any Time or Times hereafter claim, challenge or demand any Eſtate, Right, Title or Intereſt of, in or to the ſaid Annuity or yearly Rent of, *&c.* or any Part thereof, but thereof and therefrom and from all Actions, Suits, Titles and Demands concerning the ſame, ſhall be for ever debarred by theſe Preſents. *In Witneſs*, &c.

A Releaſe of Dilapidations.

THis *Indenture* made, *&c. Between J. P.* Clerk, the preſent Rector and Incumbent of the Rectory of the Pariſh-Church of, *&c.* in the County of, *&c.* of the one Part, and *R. W.* Widow and Relict of *H. W.* Clerk, deceaſed, late Rector of the ſaid Church, (and alſo Executrix of his laſt Will and Teſtament, which ſhe hath duly proved) of the other Part. *Whereas* on the Death of the ſaid *H. W.* (whereby the ſaid Church became vacant) the ſaid *J. P.* was legally preſented, admitted, inſtituted and inducted to the ſaid Church and Rectory when ſome of the Houſes, Edifices and Buildings now ſtanding and being on the Glebe Lands belonging to the ſaid Rectory, being in decay, ruinous and out of repair, he the ſaid *J. P.* applied himſelf to the ſaid *R. W.* for Recompence and Satisfaction, in Reſpect thereof;

of; and to avoid Suit and Trouble at Law between them, ſhe the ſaid *R. W.* hath condeſcended to pay the ſaid *J. P.* the Sum of, *&c.* in full Satisfaction of all Demands on her touching the Premiſſes. *Now this Indenture witneſſeth*, that the ſaid *J. P.* in Conſideration of the ſaid Sum of, *&c.* to him in Hand at, and before the Execution of theſe Preſents, well and truly paid by the ſaid *R. W.* the Receipt whereof he the ſaid *J. P.* doth hereby acknowledge, *Hath* remiſed, releaſed, and for ever quit claimed, and by theſe Preſents doth remiſe, *&c.* unto the ſaid *R. W.* all and all Manner of Action and Actions, Cauſe and Cauſes of Action, Suits, Bonds, Writings Obligatory, Judgments, Executions, Treſpaſſes, Damages, Claims and Demands whatſoever, both at Law and in Equity, which againſt the ſaid *H. W.* in his Life-time, or againſt the ſaid *R. W.* ſince his Death (as his Executrix or otherwiſe) the ſaid *J. P.* ever had now hath, or which he, his Heirs, Succeſſors, Executors or Adminiſtrators, ſhall, may or can have for or by Reaſon of any Decays, Ruins or Dilapidations in the ſaid Houſes, Edifices and Buildings, or any of them, or any Thing thereto relating; or for or by Reaſon of any Act, Matter, Cauſe or Thing whatſoever, from the Beginning of the World to the Day of the Date of theſe Preſents. *In Witneſs*, &c.

A

A Releaſe (where an Executor refuſes to act in the Executorſhip) from the next of Kin of the Teſtator to a Perſon, between whom and the Teſtator there were ſeveral Accounts depending.

TO *all People*, &c. *E. S.* of, *&c.* who married *A. T.* only Daughter of *S. T.* late of, *&c.* deceaſed, ſendeth Greeting. *Whereas* the ſaid *S. T.* did in his Life-time make and duly publiſh his laſt Will and Teſtament in Writing, and therein and thereby, did appoint *C.* his then Wife, Sole Executrix thereof, and afterwards died not having revoked the ſame. *And whereas* the ſaid *C.* hath refuſed to take upon her the Execution of the ſaid Will, and thereupon the ſaid *E. S.* hath undertaken the Execution thereof, and hath accordingly poſſeſs'd himſelf of ſome Part of the Goods and Chattels of the ſaid Teſtator, and applied and diſpoſed of the ſame towards the Payment of the ſaid Teſtator's Debts and Legacies, and the Performance of the ſaid Will. *And whereas*, during the Life-time of the ſaid Teſtator, ſeveral Accounts were depending between the ſaid Teſtator and *W. B.* of, *&c.* which Accounts remained unſettled at the Time of the ſaid Teſtator's Death, but have ſince that been ſtated and adjuſted between the ſaid *A. B.* and the ſaid *E. S. Now know ye*, that the ſaid *E. S.* in Conſideration thereof, and for other Conſiderations him hereunto moving, *Hath* remiſed, releaſed, and for ever quit claimed, and by theſe Preſents doth remiſe, *&c.* unto the ſaid *W. B.* his Heirs, Executors and Adminiſtrators, all and all manner of Action and Actions, Cauſe and Cauſes of Action, Suits, Bills, Bonds, Writings Obligatory, Debts, Dues, Duties, Accounts, Sum and Sums

Sums of Money, Judgments Executions, Quarrels, Controverſies, Treſpaſſes, Damages and Demands whatſoever, both in Law or Equity, or otherwiſe howſoever, which againſt the ſaid *W. B.* his Heirs, Executors or Adminiſtrators, or any of them, he the ſaid *E. S.* ever had or now hath, or which he his Heirs, Executors or Adminiſtrators, ſhall or may at any Time or Times hereafter, have Claim, Challenge or Demand againſt him the ſaid *W. B.* his Heirs, Executors or Adminiſtrators, or any or either of them, for or by Reaſon or Means of all or any the Matters or Things aforeſaid, or for or by Reaſon or Means of any other Matter, Cauſe or Thing whatſoever. *And* the ſaid *E. S.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth alſo covenant, promiſe and agree to and with the ſaid *W. B.* his Heirs, Executors and Adminiſtrators by theſe Preſents, That he the ſaid *E. S.* his Executors and Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, well and ſufficiently indemnify, ſave and keep harmleſs the ſaid *W. B.* his Heirs, Executors and Adminiſtrators, and every of them, of and from all and all manner of Action and Actions, Cauſe and Cauſes of Actions, Suits, Quarrels, Controverſies, Damages and Demands whatſoever, which ſhall or may at any Time or Times hereafter happen, ariſe or be brought againſt him or them, by the ſaid *C. T.* her Executors, Adminiſtrators or Aſſigns, or by any other Perſon or Perſons whatſoever, as Executor or Executors, Adminiſtrator or Adminiſtrators of the ſaid *S. T.* for or on Account of the Premiſſes, by Vertue, Colour or Pretence of the ſaid Will, or otherwiſe howſoever. *In Witneſs*, &c.

Releaſe

Releaſe from the Perſon between whom and the Teſtator Accounts were depending, to the Perſon repreſenting the Executor.

KNow all Men, &c. That I *W. B.* of, *&c.* have, had and received of and from *E. S.* of, *&c.* (who is poſſeſſed of divers of the Goods and Chattels of *S. T.* deceaſed) the Sum of, *&c.* being Money due unto me from the ſaid *S. T.* in his Life-time, and at the Time of his Death; and being the full Balance of all Accounts between me and the ſaid *S. T.* *In Conſideration* thereof I the ſaid *W. B.* have remiſed, releaſed, and for ever quit claimed, and by theſe Preſents do remiſe *&c.* as well unto the ſaid *E. S.* his Heirs, Executors and Adminiſtrators, as unto all and every the Executors and Adminiſtrators of the ſaid *S. T.* all and all manner of Actions, *&c.* both in Law and Equity, or otherwiſe howſoever, which againſt the ſaid *S. T.* or *E. S.* or other the Executors or Adminiſtrators aforeſaid, I ever had, or now have, or which I my Heirs, Executors or Adminiſtrators, ſhall or may at any Time or Times hereafter, have, claim or demand againſt them, any or either of them, as Executors or Adminiſtrators, as aforeſaid, for or by Reaſon or Means of any Matter, Cauſe or Thing whatſoever, from the Beginning of the World unto the Day of the Date hereof. *In Witneſs*, &c.

A Releaſe from one Executor to another of Debts due to the Teſtator.

THis *Indenture* made, *&c. Between B. B.* of, *&c.* one of the Executors of the laſt Will and Teſtament of, *&c.* deceaſed, of the one Part, and *P. B.* of, *&c.* one other of the Executors of the

the last Will and Testament of the said, &c. of the other Part; *Witnesseth*, That the said *B. B.* for good Causes and Considerations him thereunto moving, *Hath* remised, released, assigned and set over, and by these Presents doth remise, &c. unto the said *P. B.* all the Right, Title, Interest, Claim and Demand, which he the said *B. B.* hath as Executor of the last Will and Testament of the said, &c. as aforesaid, or by Vertue of any Legacy, Gift or Appointment to him made by the said &c. in and by his said last Will and Testament, or by any other Ways or Means whatsoever, can or may have or claim to have of, in and to all and singular Debt and Debts, Sum and Sums of Money whatsoever, which were of the said, &c. and which to him were due or owing at the Time of his Decease. *And* the said *B. B.* for himself, his Executors and Administrators, doth covenant, promise and grant to and with the said *P. B.* his Executors, Administrators and Assigns, that he the said *B. B.* his Executors or Administrators, shall not at any Time or Times hereafter ask, demand, receive or sue for any of the Debt or Debts, Sum or Sums of Money aforesaid, of or from any Person or Persons whatsoever, which doth owe or detain the same. *And* that he the said *B. B.* hath not released or discharged, nor at any Time hereafter will release or discharge any of the Debt or Debts aforesaid; or any Suit, Judgment or Execution to be given or had for the same, or any Part thereof, without the Consent and Agreement of the said *P. B.* first had and obtained. *In Witness*, &c.

A

A Releaſe to an Executor of his Truſt.

Know all Men by theſe Preſents, That whereas R. B. of, *&c.* made his laſt Will and Teſtament in Writing bearing Date, *&c.* and amongſt divers other Legacies therein contained, *did* give to W. B. his Son, *&c. per Annum* to be paid him Quarterly out of a Meſſuage, *&c.* by E. C. of, *&c.* his Executor, until his ſaid Son ſhould come to the Age of 25 Years or Marriage, and then he to enjoy the Profits of the Remainder of his Eſtate, as by the ſaid Will may more fully appear. *And whereas* the ſaid E. C. did accept of the ſaid Executorſhip and Truſt. *And whereas* the ſaid W. B. hath attained his ſaid Age of 25 Years; and the ſaid E. C. and W. B. have now made up an Account of all Monies received and paid by the ſaid E. C. and of all Tranſactions, in purſuance of the ſaid Executorſhip and Truſt; and the ſaid E. C. hath not only paid him the ſaid W. B. the Balance of ſuch Accounts, but hath alſo delivered him all Writings and Papers belonging to the Eſtate of the ſaid R. B. *Now know ye*, therefore, That I the ſaid W. B. being fully ſatisfied in the Premiſſes, *have* and by theſe Preſents *do* remiſe, releaſe, and for ever quit Claim unto the ſaid E. C. his Executors and Adminiſtrators, all Reckonings, Accounts, Sum and Sums of Money by him had or received in purſuance of the ſaid Truſt, or by Colour or Means of his being Executor to the ſaid R. B. And alſo of and from all other Reckonings, Accounts and Demands whatſoever, from the Beginning of the World to the Day of the Date hereof. *In Witneſs*, &c.

A Releaſe of a Legacy.

TO *all People*, &c. J. B. of, *&c.* and M. his Wife, ſend Greeting; *Whereas* S. S. late of, *&c.* did in and by his laſt Will and Teſtament in Writing, bearing Date, *&c.* (amongſt other Things) give and bequeath to the ſaid M. by the Name of, *&c.* the Sum of, *&c.* to be paid by his Brother T. S. of, *&c.* as ſoon as the ſaid M. ſhould attain the Age of 21 Years, or be married, as in and by the ſaid Will may more fully appear. *And whereas* the ſaid M. hath ſince intermarried with the ſaid J. B. whereby the ſaid Legacy of, *&c.* is become due and payable. *Now know ye*, That I the ſaid J. B. and and M. my Wife, or one of us, have the Day of the Date hereof, had and received of and from the aforeſaid T. S. the Sum of, *&c.* in full Payment and Satisfaction of the ſaid Legacy of, *&c.* ſo given to the ſaid M. in and by the laſt Will and Teſtament of the ſaid S. S. deceaſed: And we do hereby, for our ſelves, our Heirs, Executors and Adminiſtrators, acquit, releaſe and diſcharge all our or either of our Right, Title, Intereſt, Claim and Demand whatſoever, of, in or to the Manor of, *&c.* And alſo to the ſaid Legacy of, *&c.* charged thereon by the ſaid Will; and alſo do hereby releaſe and diſcharge the ſaid T. S. his Heirs, Executors, Adminiſtrators and Aſſigns, of and from all Debts, Legacies, Sum and Sums of Money, Accounts, Reckonings and Demands whatſoever, from him the ſaid T. S. to, us or either of us at any Time heretofore due or owing. *In Witneſs*, &c.

A Release of an Heir to Trustees.

KNow all Men by these Presents, That M. P. of, &c. and M. his Wife, who was the only Daughter of E. B. late of, &c. deceased, *have* and either of them, *hath* remised, released, and for ever quit claimed, and by these Presents do, and either of them doth remise, &c. unto T. E. of, &c. and R. P. of, &c. Trustees appointed in and by the last Will and Testament of the said E. B. all and all manner of Action and Actions, Suits, Accompts, Reckonings, Sum and Sums of Money, Debts, Dues and Demands whatsoever, which the said M. P. and M. his Wife, or either of them ever had, now have, or hath, or which they or either of them, their or either of their Executors or Administrators, at any Time hereafter can or may have Claim, Challenge or Demand of or against the said T. E. and R. P. or either of them, their or either of their Executors or Administrators, by Reason of the Management or Disposition of the real or personal Estate of the said E. B. or any Part thereof, or for or by Reason of any Monies they or either of them have or hath received for the Use of the said M. P. and M. his Wife, or either of them, out of the Estate of the said E. B. deceased; or by Reason of the Trust in them reposed as aforesaid, or for or upon their or either of their own Account; or for or by Reason or Means of any other Matter, Cause or Thing whatsoever, from the Beginning of the World until the Day of the Date hereof, except the Sum of, &c. payable to, &c. *In Witness*, &c.

Releaſe of Lands given by Will in Truſt.

THIS *Indenture* made, *&c. Between W. B.* of, *&c.* and *J. P.* of, *&c.* of the one Part; and *C. P.* of, *&c.* Widow and Relict of *H. P.* of, *&c.* deceaſed, of the other Part. *Whereas* the ſaid *H. P.* deceaſed, by his laſt Will and Teſtament dated on or about, *&c. Did* give and bequeath *all* his Meſſuages, Lands, Tenements and Hereditaments whatſoever in, *&c.* with the Appurtenances, unto the ſaid *W. B.* and *J. P.* their Heirs and Aſſigns for ever, upon Truſt nevertheleſs, That, *&c.* Eſtate to be ſold to pay Money to Wife for Jointure, and to provide for Children, *&c.* as in and by the ſaid in part recited Will (amongſt other Things) may more fully appear. *Now this Indenture witneſſeth*, That the ſaid *W. B.* and *J. P.* in Conſideration of the Sum of Five Shillings of, *&c.* to them in Hand, at and before the Enſealing and Delivery of theſe Preſents by the ſaid *C. P.* well and truly paid; the Receipt whereof they the ſaid *W. B.* and *J. P.* do hereby reſpectively acknowledge; and for divers other good Cauſes and Conſiderations them the ſaid *W. B.* and *J. P.* hereunto more eſpecially moving, *Have*, and either of them *hath* granted, releaſed and confirmed, and by theſe Preſents *do*, and either of them *doth* grant, *&c.* unto the ſaid *C. P.* (in her actual Poſſeſſion now being, by Vertue of a Bargain and Sale to her thereof made for one Year, by Indenture bearing Date the Day next before the Date of theſe Preſents, and by Force of the Statute for Transferring of Uſes into Poſſeſſion, and her Heirs and Aſſigns,) *all* and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with the Ap-

Appurtenances, by the ſaid recited Will bequeathed unto them the ſaid *W. B.* and *J. P.* or either of them; and the Reverſion and Reverſions, Remainder and Remainders thereof, and of every Part thereof; and all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever of them the ſaid *W. B.* and *J. P.* or either of them, of, in or to the ſaid hereby granted Premiſſes, or any Part thereof; *To have and to hold* the ſaid Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular the hereby granted Premiſſes, with their and every of their Appurtenances, unto the ſaid *C. P.* her Heirs and Aſſigns, for ever; *In Truſt* nevertheleſs, and to and for the ſeveral Uſes, Intents and Purpoſes in the ſaid in part recited Will deviſed, bequeathed, mentioned, limited and declared, and to and for no other Uſe, Intent or Purpoſe whatſoever. *And* the ſaid *W. B.* doth by theſe Preſents, for himſelf, his Heirs, Executors and Adminiſtrators, covenant with the ſaid *C. P.* her Executors, Adminiſtrators and Aſſigns, That he the ſaid *W. B.* hath not made, done, committed, executed or ſuffered, or cauſed or procured to be made, *&c.* any Act, Matter or Thing, whereby the Premiſſes, or any Part thereof, may be charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. [*The like Covenant from J. P.*] *In Witneſs*, &c.

A Releaſe of the Equity of Redemption of an Eſtate mortgaged.

TO *all Chriſtian People* to whom theſe Preſents ſhall come, Greeting. *Whereas* by Indenture bearing Date, *&c.* made between *R. N.* of, *&c.* of the one Part, and *T. K.* of, *&c.*

of the other Part. He the ſaid *R. N.* in Conſideration of the Sum of, *&c.* therein mentioned to be paid by the ſaid *T. K.* and which was accordingly paid; *Did* grant, bargain, ſell and demiſe unto the ſaid *T. K. all* that Meſſuage, *&c.* ſituate, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, of all and ſingular the ſaid Premiſſes, and of every Part and Parcel thereof, *To be had and holden* unto the ſaid *T. K.* his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of the ſaid recited Indenture, unto the full End and Term of 500 Years, from thence next enſuing and fully to be compleat and ended, without Impeachment of or for any manner of Waſte, at and under the yearly Rent of one Pepper-Corn, payable upon the Feaſt of the Nativity of St. *John* the Baptiſt, (only if the ſame ſhould be lawfully demanded;) which ſaid recited Indenture was by a Proviſo or Condition therein contained made defeaſible, on Payment of the Sum of, *&c.* at a Day long ſince paſt, as in and by the ſame Indenture may more fully appear. *And whereas* the ſaid Sum of, *&c.* or any Part thereof, was not paid upon the Day mentioned for the Payment of the ſame in the ſaid Proviſo; but the ſame together, with a large Sum more for Intereſt, amounting in the whole to, *&c.* remains due to the ſaid *T. K.* *And whereas* the ſaid *R. N.* is fully ſatisfied that the ſaid Moneys ſo due to the ſaid *T. K.* on the ſaid recited Mortgage, is the full Value of the ſaid mortgaged Premiſſes, and the ſaid *R. N.* is not able to redeem the ſame. *Now know ye* therefore by theſe Preſents, That he the ſaid *R. N.* in Conſideration thereof, and for quieting the ſaid *T. K.* in the Poſſeſſion and Enjoyment of the ſaid Meſſuage

and

and Premiſſes, and for extinguiſhing all Right, and Preſence of Right, to any Equity of Redemption of the ſaid mortgaged Premiſſes, He the ſaid *R. N. hath* remiſed and releaſed, and by theſe Preſents *doth* remiſe, *&c.* unto the ſaid *T. K.* his Executors, Adminiſtrators and Aſſigns, the Proviſo or Condition in the ſaid recited Indenture contained; and all Benefit and Equity of Redemption of the ſaid Meſſuage, Tenement and Premiſſes, by Vertue or Colour thereof or otherwiſe howſoever; and alſo all Covenants, Clauſes and Agreements in the ſame Indenture compriſed, which on the Part and Behalf of the ſaid *T. K.* his Executors, Adminiſtrators or Aſſigns, were to have been, or are or ought to be performed. *And further*, He the ſaid *R. N.* for the Conſideration aforeſaid; and in Conſideration alſo of the Sum of 5 *s.* of, *&c.* to him in Hand paid by the ſaid *T. K.* the Receipt whereof is hereby acknowledged; He the ſaid *R. N. hath* granted, bargained and ſold, releaſed, ratified and confirmed, and by theſe Preſents *doth* grant unto the ſaid *T. K.* all and ſingular the ſaid Meſſuage, Tenements, Hereditaments and Premiſſes above recited to have been granted to the ſaid *T. K.* and every Part and Parcel thereof, with the Appurtenances; and alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services thereof, and of every Part and Parcel thereof, with the Appurtenances; and alſo all the Eſtate, Right, Title, Claim and Demand whatſoever, as well in Equity as in Law of him the ſaid *R. N.* of, in and to the ſaid Meſſuage and Premiſſes, and of, in and to every Part and Parcel thereof, with the Appurtenances; *To have and to hold* all and ſingular the ſaid Meſſuage, Lands, Tenements, Hereditaments and Premiſſes above-mentioned,

and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *T. K.* his Executors, Adminiſtrators and Aſſigns, for and during all the reſt and Reſidue of the ſaid Term of 500 Years above recited, which is yet to come and unexpired, freely and clearly acquitted and diſcharged of and from all Benefit and Equity of Redemption whatſoever. *And* the ſaid *R. N.* for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid *J. K.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid *T. K.* his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times, during the Remainder of the ſaid Term of 500 Years above recited which is yet to come and unexpired, peaceably and quietly have, hold, occupy, poſſeſs and enjoy, *all* and ſingular the ſaid Meſſuage, *&c.* and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid *R. N.* his Heirs and Aſſigns, and of all and every other Perſon and Perſons whatſoever claiming, or to claim, by, from or under him. *In Witneſs* whereof, the ſaid *R. N.* hath hereto ſet his Hand and Seal the Day and Year, *&c.*

Letters of Attorney, Licences, *&c.*

A Letter of Attorney to receive Debts.

KNow *all Men* by theſe Preſents, That I *A. B.* of, *&c.* for divers good Cauſes and Conſiderations me hereunto moving, *have* made, ordained, authorized and appointed, and by theſe Preſents do make, ordain, authorize and appoint *C. D.*

C. D. of, *&c.* my true and lawful Attorney, for me and in my Name, and to my Uſe, to ask, demand, ſue for, recover and receive of *J. E.* of, *&c. All* ſuch Sum and Sums of Money, Debts and Demands whatſoever, which now are due and owing unto me the ſaid *A. B.* by and from the ſaid *J. E.* and to have, uſe and take, all lawful Ways and Means in my Name or otherwiſe, for the Recovery thereof by Attachment, Arreſt, Diſtreſs or otherwiſe, and to compound and agree for the ſame, and Acquittances or other ſufficient Diſcharges for the ſame, for me and in my Name to make, ſeal and deliver, and to do all other lawful Acts and Things whatſoever concerning the Premiſſes, as fully in every Reſpect as I my ſelf might or could do if I were perſonally preſent; and Attorneys one or more under him for the Purpoſes aforeſaid to make, and at his Pleaſure to revoke, ratifying by theſe Preſents, allowing all and whatſoever my ſaid Attorney ſhall in my Name lawfully do, or cauſe to be done, in and about the Premiſſes by Vertue of theſe Preſents. *In Witneſs*, &c.

A Seaman's Letter of Attorney, and Will.

KNow *all Men* by theſe Preſents, That I *W. C.* of, *&c.* Mariner, *have* made, ordained, conſtituted and appointed, and by theſe Preſents do make, *&c.* my loving Wife *M. C.* my true and lawful Attorney, for me, and in my Name and for my Uſe, to ask, demand and receive, of and from all and every Perſon and Perſons whatſoever, as well all ſuch Sum and Sums of Money as now are, or which ſhall or may at any Time hereafter, become due and owing to me for Wages from any Ship or Ships to whom I now do or

may belong: As alſo all other Moneys now due, or to become due and owing to me by any other Ways and Means whatſoever; and upon Non-payment thereof, the ſaid Perſon and Perſons, his, her or their Executors or Adminiſtrators, for me and in my Name to ſue, arreſt, impriſon, implead and proſecute for the ſame, and upon ſuch Suit to proceed to Judgment and Execution. And thereupon the ſaid Perſon and Perſons, their or either of their Executors and Adminiſtrators, in Priſon to hold and keep until Payment thereof be made, with all Coſts and Damages ſuſtained and to be ſuſtained by occaſion of the detaining of the ſame; and upon Payment thereof, the ſaid Perſon and Perſons, their and either of their Executors and Adminiſtrators, forth of Priſon to diſcharge, and Acquittances for the ſame, or any Part thereof, for me and in my Name to make, ſeal and deliver; and alſo to do, perform and execute, all and every other lawful and reaſonable Acts and Things whatſoever, both for obtaining and diſcharging of the ſame as ſhall be needful to be done, giving, and by theſe Preſents granting, unto my ſaid Attorney my full and abſolute Power in the Premiſſes, and ratifying and holding firm all and whatſoever my ſaid Attorney ſhall lawfully do or cauſe to be done in or about the Premiſſes, by Virtue of theſe Preſents. And I the ſaid *W. C.* conſidering the Uncertainty of Life, do make and declare theſe Preſents to contain alſo my Laſt Will and Teſtament; (that is to ſay) *Imprimis*, I give and bequeath unto, &c. the Sum of, &c. *Item*, All ſuch Wages, Debts, Sum and Sums of Money, Goods, Chattels and Eſtate whatſoever, whereof at the Time of my Deceaſe I ſhall be poſſeſſed or intereſted, I do give, deviſe and bequeath unto my ſaid loving

Wife

Wife *M. C.* whom I do hereby nominate, conſtitute and appoint ſole Executrix of this my laſt Will and Teſtament, hereby revoking all former Wills, &c. *In Witneſs*, &c.

A Letter of Attorney to leaſe or ſell Lands and Plantations in the Weſt Indies.

TO *all People*, &c. *T. B.* of, &c. ſendeth Greeting. *Whereas* the ſaid *T. B.* is ſeized in Fee of a certain Piece or Parcel of Ground, containing by Eſtimation, &c. ſituate and being in the Iſland of *Nevis*, alias *Mevis* in the *Weſt Indies*, called, &c. now or late in the Poſſeſſion of, &c. *Now know ye*, That the ſaid *T. B.* (being abſent from the ſaid Iſland) *doth* by theſe Preſents conſtitute, authorize and impower *J. C.* of, &c. and *W. F.* of, &c. within the ſaid Iſland of *Nevis*, or either of them, to leaſe or demiſe the ſame to ſuch Perſon or Perſons, and for ſuch Term or Number of Years, and under ſuch yearly and other Rents as they or either of them ſhall think fit, or otherwiſe to ſell and diſpoſe thereof either for Life or Lives, or to ſell, grant or convey the ſame in Fee Simple for ſuch Price or Sum of Money, and to ſuch Perſon or Perſons, as they ſhall think fit: And for him the ſaid *T. B.* and in his Name, to ſeal, execute, and deliver ſuch Deeds and Conveyances, Bargains and Sales, for the abſolute Sale and Diſpoſal thereof, or of any Part thereof, with ſuch Clauſes, Covenants, Proviſoes and Agreements therein to be contained, as they or either of them ſhall think fit, proper or expedient; hereby ratifying and confirming all ſuch Leaſes, Deeds, Bargains, Sales and other Conveyances, which ſhall at any Time hereafter be made, ſealed, executed or delivered by them, or either

either of them, touching or concerning the Premiſſes. *In Witneſs*, &c.

A Letter of Attorney to receive the Rents and Profits of Plantations, and all Effects and Moneys due and in Arrear; and to manage the ſame Plantations to the beſt Advantage, &c.

TO *all People*, &c. *A. B.* of, *&c.* ſendeth Greeting. *Whereas* the ſaid *A. B.* is ſeized in his Demeſne as of Fee, of and in an undivided Moiety or half Part of three ſeveral Plantations in the Iſland of *Nevis alias Mevis* in the *Weſt Indies*, called or known by the ſeveral Names of, *&c.* together with the Moiety of the Slaves, Horſes, Mills, Coppers, and other Appurtenances thereunto belonging: And is likewiſe ſeized of the Reverſion in Fee of the other undivided Moiety or half Part of the ſaid ſeveral Plantations and Premiſſes expectant upon the Death of, *&c.* who holds the ſame for and during his natural Life. *Now know ye*, That the ſaid *A. B. hath* conſtituted, authorized and appointed, and by theſe Preſents *doth* conſtitute, *&c. C. D.* of, *&c.* and *E. F.* of, *&c.* jointly, or either of them ſeverally, and doth hereby give to them, or either of them, full Power and Authority in his Name to enter into and upon the Moiety or half Part of the ſaid Plantations, whereof he the ſaid *A. B.* is now ſeized as aforeſaid; and alſo to enter into and upon the other Moiety of the ſaid ſeveral Plantations and Premiſſes upon the Death of the ſaid, *&c.* and to have, receive and take the Rents, Iſſues and Profits of the ſame reſpectively, with the Appurtenances, to his Uſe; and to leaſe, demiſe, let and ſet to ſuch Perſon or Perſons as they or either of them ſhall think fit, all his

his Houſes, Plantations, Tracts and Seats of Land, Negroes, Horſes, Coppers and Mills whatſoever in, &c. aforeſaid, or any Part thereof, (whether the ſame ſhall remain in undivided Moieties, or whether he ſhall by the Death of the ſaid, &c. become ſeized of the whole) for ſuch Term or Number of Years, and for and under ſuch yearly and other Rents, Covenants, Proviſoes and Agreements, as they or either of them ſhall think fit, or otherwiſe to manage, occupy or employ the ſame jointly with the ſaid, &c. or otherwiſe, as to them or either of them ſhall ſeem beſt and moſt for his Benefit and Advantage: And from Time to Time to receive and take his Share and Proportion, or otherwiſe, (by the Death of the ſaid, &c.) the whole Rents, Iſſues and Profits of the ſaid Houſes, Plantations, Lands and Premiſſes above-mentioned; and from Time to Time to uſe and take all Methods by Action, Diſtreſs or otherwiſe, for the obtaining and recovering the Rents, Iſſues and Profits of all or any Part of the ſaid Premiſſes, or to compound for the ſame as they ſhall ſee fit. *And* the ſaid *T. B.* doth hereby alſo make, ordain, conſtitute and appoint, and in his Stead and Place put the ſaid *C. D.* and *E. F.* his true and lawful Attorney and Attorneys jointly, or either of them ſeverally, for him and in his Name, and to his Uſe, from Time to Time to ask, require, demand, ſue for, recover and receive, all and every Sum and Sums of Money, Sugars, Debts, Goods, Wares and Merchandizes due, owing or belonging, or to grow due or belonging to him the ſaid *T. B.* from any Perſon or Perſons whatſoever in the ſaid Iſland of *Nevis*, and for Non-payment or Non-delivery thereof, or of any Part thereof, for him,

and

and in his Name, to uſe and take all proper Methods, according to the Laws and Cuſtoms of the ſaid Iſland, for the Obtaining and Recovery thereof; and on Payment or Delivery thereof to his ſaid Attorneys jointly, or either of them ſeverally, to releaſe and diſcharge the Perſon and Perſons ſo paying and delivering the ſame. *And* he the ſaid *T. B.* doth hereby further authorize and impower the ſaid *C. D.* and *E. F.* jointly and ſeverally to do, execute and perform, all other lawful and reaſonable Act and Acts, Thing and Things whatſoever, for him and in his Name, or otherwiſe, touching or concerning the Management or Diſpoſal of all or any Part of his Eſtate, Real or Perſonal, within the ſaid Iſland of *Nevis*, and for the Recovering, Receiving, Diſpoſing and Management thereof, or of any Part or Parcel thereof, or any other Matter or Thing whatſoever, as he himſelf might or could do if he were perſonally preſent to do the ſame: And one or more Attorney or Attorneys under them, or either of them, to make, ſubſtitute and appoint, for all or any the Purpoſes aforeſaid; hereby ratifying, confirming, and holding firm and ſtable, whatſoever his ſaid Attorneys, or either of them, their or either of their Subſtitute or Subſtitutes by and under them, or either of them, appointed and ſubſtituted for all or any the Purpoſes aforeſaid, ſhall do, execute and perform, or cauſe to be done, *&c.* in and about, touching or concerning the Premiſſes. *In Witneſs*, &c.

Letter of Attorney to receive and recover Rents.

KNow all Men by theſe Preſents, That I *J. B.* of, *&c. have* made, ordained, conſtituted, deputed and appointed, and by theſe Preſents *do* make,

make, &c. G. R. of, &c. my true and lawful Attorney for me, and in my Name, and for my own proper Use and Benefit to ask, demand and receive of and from F. F. of, &c. all such Rents and Arrearages of Rent, which now are or hereafter shall grow due from him the said F. F. one of and for all those my Lands at, &c. and upon Receit thereof to give Acquittances and other sufficient Discharges therefore; and in Default of Payment thereof, or any Part thereof to my said Attorney, I do hereby authorize and impower him my said Attorney into and upon the said Lands and Premisses, to enter and distrain, and the Distress and Distresses there found and taken to dispose of according to Law for the speedy recovering and obtaining my said Rents and Arrears of Rent, or otherwise, to proceed by Action of Debt for Recovery thereof, as to him my said Attorney shall be thought fit, thereby ratifying, allowing and confirming all and whatsoever my said Attorney shall lawfully act and do in the Premisses, by Vertue of these Presents. *In Witness*, &c.

Letter of Attorney to a Receiver to collect and receive several Fee-Farm Rents.

KNow all Men by these Presents, That I the Right Honourable E. Earl of, &c. for divers good Causes and Considerations me hereunto moving, Have made, constituted, and in my Stead and Place put and deputed, and by these Presents, during my free Will and Pleasure, do make, ordain, constitute, and in my Stead and Place, put and depute G. F. of, &c. Esqr. my true and lawful Deputy and Attorney for me and in my Name, and for my Use, ask, demand, sue for, recover and receive of, and from all and every Person and Persons, owing or any Ways liable to

able to pay the ſeveral yearly Fee-Farm Rents or Sums hereafter mentioned, or any or either of them; (that is to ſay) All that Annual Fee-Farm Rent of, *&c.* payable out of the Manor of, *&c.* as the ſame ſhall from Time to Time become due, together with all ſuch Sum and Sums of Money, as are already due and in Arrear, for and by Reaſon of the Non-payment of the ſaid yearly Rents above-mentioned, or either or any of them; and to have, uſe and take all lawful Ways and Means in my Name, or otherwiſe, for the Recovery thereof, by Action, Suit, Diſtreſs, Re-entry, Seizure, or otherwiſe, as Occaſion ſhall be or require: And Acquittance or Aquittances or other Diſcharges for me, and in my Name, or otherwiſe, to make, ſeal and deliver; and to do all other lawful Acts and Things in the Premiſſes, as fully in every Reſpect as I might or could do, if I were perſonally preſent: And I do hereby ratify, confirm and allow all and whatſoever my ſaid Attorney, ſhall lawfully do or cauſe to be done in the Premiſſes, by Vertue of theſe Preſents. *In Witneſs*, &c.

Letter of Attorney to a Steward or Agent to receive Rents, &c.

KNow *all Men* by theſe Preſents, That I Sir *T. E.* of, *&c.* Baronet, *Have* made, ordained, conſtituted and appointed, and by theſe Preſents do make, *&c. W. S.* of, *&c.* my Steward and Agent for me in my Name, and to my Uſe, to ask, demand, ſue for, recover and receive, all and ſingular the Rents and Arrearages of Rents, Duties, Herriots, and other the Iſſues and Profits of my Eſtate at, *&c.* late under the Care of, *&c.* my late Steward and Receiver. *And* in Default

of Payment thereof, to enter into all or any of the Premiſſes, and to diſtrain for the ſame, and the ſaid Diſtreſs and Diſtreſſes to diſpoſe of according to Law: And upon Payment of the ſaid Rent, and other Sums of Money to him the ſaid *W. S.* by Vertue hereof, to give Diſcharges and Acquittances for the ſame: And act and do all and every other Thing and Things becoming a Steward and Agent for my beſt Advantage and Benefit, ratifying and allowing whatſoever the ſaid *W. S.* ſhall lawfully do in the Premiſſes, by Vertue of theſe Preſents, rendring unto me a true and juſt Account and Accounts of his Tranſactions therein, when and as often as thereunto required. *In Witneſs, &c.*

Letter of Attorney or Deputation to a Steward to keep Courts.

KNow *all Men* by theſe Preſents, That I *R. C.* of, *&c.* Eſq; Lord of the Manors of, *&c.* *Have* made, ordained, conſtituted and appointed, and by theſe Preſents do make, *&c.* my loving Friend *G. J.* of, *&c.* Gent. my Steward, to hold and keep Courts-Leet, Courts-Baron, and all other Courts whatſoever, which of Right may or ought to be holden for my Manor and Manors of, *&c.* aforeſaid, hereby giving and granting unto my ſaid Steward full Power and Authority to do execute and perform all ſuch Acts, Matters and Things as to the ſaid Office of Steward, do belong and for his Trouble therein, I hereby promiſe to give and pay him yearly the Sum of, *&c.* *In Witneſs, &c.*

Letter

Letter of Attorney to deliver Seisin of Lands.

TO *all People*, &c. I *A. B.* of, *&c.* send greeting: *Know ye*, That I the said *A. B. have* constituted and appointed, and in my Stead and Place put, and by these Presents do constitute, *&c. A. S.* and *J. S. Gent.* or either of them, jointly and severally, my true and lawful Attorney and Attornies, for me, and in my Name, Place and Stead, to enter into, have and take, full and peaceable Possession and Seisin of all that Messuage, *&c.* which in and by one Indenture bearing Date, *&c.* made or mentioned to be made, between me the said *A. B.* of the one Part, and *G. H.* of, *&c.* of the other Part, are granted or mentioned to be granted by me unto the said *G. H.* and every Part and Parcel thereof: Or into any Part or Parcel thereof, in the Name of the whole, and after such Entry so had and made, and Possession and Seisin so had and taken as aforesaid, to deliver quiet and peaceable Possession and Seisin of the said Premisses unto the said *G. H.* or to his Attorney or Attornies in that Behalf lawfully authorized, to be had and held according to the Tenor, Form and Effect of the said Indenture above-mentioned; and whatsoever my said Attorney or Attornies, or either of them, shall do in the Premisses, I do hereby confirm and allow as fully and effectually as if I my self were present and did the same. *In Witness*, &c.

Letter of Attorney to receive Seisin of Lands.

TO *all People*, &c. I *G. H.* of, *&c.* send Greeting; *Know ye*, That I the said *G. H. have* constituted and appointed, and in my Stead and Place

Place put *C. D.* and *E. F.* of, *&c.* and either of them jointly and ſeverally my true and lawful Attorney and Attornies for me and in my Name, Place and Stead, to take and receive of and from *A. B.* of, *&c.* or of and from his Attorney or Attornies in that behalf, lawfully authorized, full, quiet and peaceable Poſſeſſion and Seiſin of all that Meſſuage, *&c.* which in and by one Indenture, bearing even Date with theſe Preſents, made or mentioned to be made between the ſaid *A. B.* of the one Part, and me the ſaid *G. H.* of the other Part, are granted or mentioned to be granted by the ſaid *A. B.* unto me the ſaid *G. H.* And ſuch Poſſeſſion and Seiſin thereof ſo had and taken, *To hold* and keep to the Uſe of me and my Heirs according to the Form, Effect and true Meaning of the ſaid Indenture; and whatſoever my ſaid Attorney or Attornies ſhall do in the Premiſſes, I the ſaid *G. H.* ſhall and will ratify, confirm and allow, as fully as if I my ſelf were preſent, and did the ſame. *In Witneſs*, &c.

Letter of Attorney to receive a Mortgage and ſeal a Counterpart thereof.

KNow all Men by theſe Preſents, That I. *A. B.* of, *&c. Have* made, ordained, conſtituted, and in my Stead and Place put *C. D.* of, *&c.* my true and lawful Attorney for me, and in my Name, and to my uſe, to receive of *E. F.* of, *&c.* one Indenture of Mortgage, bearing Date, *&c.* made from the ſaid *E. F.* to me for the Security of the Sum of, *&c.* with Intereſt: And alſo in my Name and to my Uſe, to receive of the ſaid *E. F.* one Obligation wherein the ſaid *E. F.* ſhall ſtand bound to me in the penal Sum of, *&c.* for the Performance of the Covenants in the

ſaid Indenture contained, which on his Part are and ought to be performed: *And* alſo for me and in my Name to ſign, ſeal and deliver as my Act and Deed, a Counterpart of the ſaid Indenture, giving, and by theſe Preſents granting to my ſaid Attorney my full Power and Authority in all and every the Premiſſes, ratifying and confirming whatſoever my ſaid Attorney ſhall lawfully do, or cauſe to be done in or about the ſaid Premiſſes by theſe Preſents. *In Witneſs*, &c.

Letter of Attorney to demand Rent, and on Non-payment to take Poſſeſſion.

KNow all Men by theſe Preſents, That I *T. E.* of, *&c. Have* made, ordained, conſtituted and appointed, and by theſe Preſents do make, *&c. G. F.* of, *&c.* my true and lawful Attorney for me and in my Name, and to my uſe, to demand and receive of *R. P.* of, *&c.* the Sum of, *&c.* for one Years Rent due to me at, *&c.* laſt, for my Meſſuage, *&c.* in, *&c.* And on Receipt thereof to give a ſufficient Diſcharge therefore; and in Default of Payment thereof, for me and in my Name, to enter into and upon, and take Poſſeſſion of the ſaid Meſſuage and Premiſſes, and to detain and keep ſuch Poſſeſſion for my uſe; and whatſoever my ſaid Attorney ſhall do in the Premiſſes, I do hereby ratify and confirm. *In Witneſs*, &c.

A Letter of Attorney to ſue for Lands.

TO *all People*, &c. I *A. B.* of, *&c.* ſend Greeting; *Know ye*, that I the ſaid *A. B. Have* conſtituted and appointed *E. F.* of, *&c.* my true and lawful Attorney for me, and in my Name to enter

enter into *All* that Meſſuage, *&c.* ſituate, *&c.* and full and peaceable Poſſeſſion and Seiſin thereof, for me and in my Name to take; and after ſuch Poſſeſſion and Seiſin for me, and in my Name ſo had and taken, then for me and in my Name to remove and put out the Tenants and Occupiers of the ſaid Premiſſes, or any Part thereof: And the ſame Premiſſes, and every Part thereof for my Uſe, to hold and keep, giving, and by theſe Preſents granting to my ſaid Attorney full Power for me, and in my Name to commence, ſue, implead and proſecute any Action or Actions, Suit or Suits whatſoever, in any Court or Courts whatſoever, againſt the Tenants and Occupiers of the ſaid Meſſuage, *&c.* and againſt all and every other Perſon or Perſons whatſoever for and concerning the wrongful witholding and detaining of the ſaid Meſſuage, *&c.* or any Part thereof. *And* the ſaid Suit and Suits for me, and in my Name to proſecute and follow, and in my Right to proceed to Trial, and to do all other lawful Acts and Things for the Recovery of the ſaid Premiſſes, and every Part thereof, as fully and effectually as I might or could do my ſelf, if I were perſonally preſent. *And* I the ſaid *A. B.* for my ſelf, my Executors and Adminiſtrators, do covenant with the ſaid *E. F.* that I will from Time to Time, and at all Times hereafter, avow and juſtify all and every lawful Action and Actions, Suit and Suits whatſoever, to be commenced had and taken in my Name for or concerning the ſaid Meſſuage, *&c.* in manner aforeſaid. *And* that I the ſaid *A. B.* my Executors, Adminiſtrators or Aſſigns, ſhall not nor will at Time or Times hereafter, releaſe any Action or Actions, Suit or Suits commenced, or to be commenced as aforeſaid, without the Aſſent and Con-

ſe[illegible]of the ſaid *E. F.* his Executors or Adminiſtrators. *In Witneſs*, &c.

A Warrant of Attorney to confeſs Judgment.

To Mr. A. B. *and* C. D. *Attornies of Her Majeſty's Court of Common-Pleas at* Weſtminſter, *or to any other Attorney of the ſame Court.*

THESE are to deſire and authorize you or any other Attorney of the ſaid Court, to appear for me *R. A.* of, *&c.* in the ſaid Court, this preſent *Michaelmas* Term, or any other ſubſequent Term, at the Suit of *P. W.* of, *&c.* And thereupon to confeſs Judgment againſt me unto him, (By *non ſum informatus*, *nil dicit*, or otherwiſe) in an Action of Debt for 100 *l.* of, *&c*, together with Coſts of Suit: And for your, or any of your ſo doing, this ſhall be your ſufficient Warrant. *In Witneſs*, &c.

A Warrant of Attorney to acknowledge Satisfaction upon a Judgment.

To, &c. *Attornies of the Court of Common-Pleas, and to every of them.*

WHereas I A. B. have obtained one Judgment in the Court of Common-Pleas at *Weſtminſter* in *Trinity* Term laſt againſt C. D. of, *&c.* for 500 *l.* and, *&c.* Damages, which ſaid Debt and Damages I am ſince ſatisfied and paid. *Now* I the ſaid A. B. do hereby deſire you the ſaid, *&c.* and every of you, and do give you and every of you full Power and Authority for me, and in my Name, and as my Attornies or Attorney, at the Coſts and Charges of the

the ſaid C. D. to acknowledge Satisfaction of the Debt and Damages aforeſaid, upon Record of the ſaid Judgment; and upon a Releaſe of Error in that Behalf had and obtained: And this ſhall be to you, and every of you a ſufficient Warrant for ſo doing. *In Witneſs*, &c.

A Letter of Attorney to receive a Legacy.

KNow all Men by theſe Preſents, *That whereas K. G.* late of, *&c.* by her laſt Will and Teſtament bearing Date, *&c.* did give and bequeath to *M. G.* of, *&c.* 500 *l.* to be paid to him on his ſealing a general Releaſe to her Executors; and of the ſaid Will made and conſtituted *M. M.* and *J. B.* of, *&c.* Executors, and ſhortly afterwards died. *And whereas* the ſaid *M. G.* hath ſealed ſuch general Releaſe to the ſaid *M. M.* and *J. B.* as by the Will of the ſaid *K. G.* is directed, and left the ſame in the Hands of his Attorney hereinafter named, to be delivered to the ſaid *M. M.* and *J. B.* on Payment of the ſaid 500 *l.* *Now know ye*, That I the ſaid *M. G.* *Have* made, ordained, conſtituted, deputed and appointed, and by theſe Preſents do make, *&c.* *G. J.* of, *&c.* my true and lawful Attorney for me and in my Name, and for my Uſe, to ask, demand and receive of and from the ſaid *M. M.* and *J. B.* the ſaid Legacy of 500 *l.* ſo given and bequeathed to me the ſaid *M. G.* by the ſaid *K. G.* her ſaid Will as aforeſaid: And upon Receipt thereof by, or Payment thereof to my ſaid Attorney, to deliver to the ſaid *M. M.* and *J. B.* or either of them, the ſaid general Releaſe ſo ſealed as aforeſaid; or to give ſuch other diſcharge as ſhall be ſufficient: Ratifying, confirming and allowing all and whatſoever my ſaid Attorney ſhall law-

lawfully do in the Premiſſes, by Vertue of theſe Preſents. *In Witneſs*, &c.

A Letter of Attorney to receive Annuities out of the Exchequer.

WHereas E. K. of, *&c.* being poſſeſſed of and intitled unto two ſeveral Annuities of 50 *l. per Annum*, each by Vertue of two ſeveral Orders bearing Date, *&c.* the Numbers of which Orders are, *&c.* and made in Purſuance of an Act of Parliament paſs'd, *&c.* entitled, *&c.* and to be paid by four ſeveral quarterly Payments, for and during the Term of 99 Years, commencing, *&c.* as therein is mentioned, he the ſaid E. K. being ſo poſſeſſed in and by one Indenture bearing Date, *&c.* made between the ſaid E. K. of the one Part, and H. L. of, *&c.* and W. C. of, *&c.* and L. B. of, *&c.* of the other Part, *Hath* aſſigned and transferred the ſaid two ſeveral Annuities, and the Tallies and Orders made out thereupon; and all his Eſtate and Intereſt therein unto the ſaid H. L. W. C. and L. B. *To hold* to them, their Executors, Adminiſtrators and Aſſigns, to, for and upon the ſeveral Truſts therein mentioned; and (amongſt other Things) in Truſt to permit and ſuffer the ſaid E. K. and his Aſſigns, to receive and take one of the ſaid Annuities of 50 *l. per Annum* for and during the Term of his natural Life; and as to the other Annuity of, *&c.* in Truſt for, *&c.* as in and by the ſaid Indenture may more fully appear. *Now know all Men* by theſe Preſents, that we the ſaid H. L. W. C. and L. B. in purſuance and part of Performance of the Truſt in us repoſed by the ſaid recited Indenture, *Have* and every and either of us hath made, ordained, conſtituted and appointed, and by theſe

these Presents do make, &c. the said E. K. our true and lawful Attorney, irrevocable in our Names, but for the sole Use and Benefit of him the said E. K. to ask, demand and receive out of Her Majesty's *Exchequer*, or of and from the Lord High-Treasurer of *Great Britain* for the Time being, or such other Person or Persons who ought to pay the same, the said several Annuities of 50 *l. per Annum* each, from Time to Time, and for so long time as the same shall or ought to become payable to him, by Vertue of the said recited Indenture; And on Receipt thereof to give Acquittances and other Discharges for the same, ratifying, allowing and by these Presents confirming all and whatsoever the said E. K. shall do, or cause to be done in the Premisses, by Vertue of these Presents, to be as effectual to all Intents and Purposes, as if we our selves were personally present, and the Actors and Doers thereof. *In Witness*, &c.

An Election of a Guardian by a Minor.

KNow all Men by these Presents that I A. B. Son and Heir of C. D. late of, &c. deceased, and of E. his Wife, being now about the Age of 18 Years, *Have* nominated, elected and chosen, and by these Presents do nominate, &c. F. G. of, &c. to be Guardian of my Person and Estate, until I shall attain the Age of 21 Years. And do hereby promise to be ruled and governed by him in all Things touching my Welfare: And I do hereby authorize and impower the said F. G. to enter upon and take Possession of all and every my Messuages, Lands, Tenements, Hereditaments and Premisses whatsoever, situate, lying and being in the Parishes of, &c. in the County of, &c. or

or any or either of them, or elſewhere whereunto I have or may have any Right or Title, and to let and ſet the ſame, and receive and take the Rents, Iſſues and Profits thereof for my Uſe and Benefit, during the Term aforeſaid, giving and hereby granting unto the ſaid E. F. my full Power in the ſaid Premiſſes, and whatſoever he ſhall lawfully do or cauſe to be done in the ſaid Premiſſes, by Vertue hereof I do hereby promiſe to ratify and confirm. *In Witneſs*, &c.

Licence for a Tenant to demiſe Lands held by Leaſe for Lives.

TO *all People*, &c. *T. D.* of, *&c.* Eſq; ſendeth greeting: *Whereas* Sir *T. D.* late of, *&c.* Knt. deceaſed, Father of the ſaid *T. D.* in his Life-time, in and by one Indenture bearing Date, *&c.* for the Conſideration therein mentioned, did demiſe, grant and to farm let unto *R. G.* of, *&c.* All that Meſſuage, *&c.* ſituate, *&c.* with the Appurtenances; *To hold* to the ſaid *R. G.* for the Term of 99 Years, if, *&c.* any or either of them ſhould happen ſo long to live, ſo that the ſaid *R. G*, did not alien, aſſign or ſet over his Eſtate, Term or Intereſt in the ſaid Premiſſes to any Perſon or Perſons whatſoever, without the Licence of the ſaid Sir *T. D.* in Writing under his Hand and Seal firſt had and obtained, as in and by the ſaid recited Indenture may more fully appear. *And whereas* the ſaid Sir *T. D.* is ſince dead, but firſt made his laſt Will and Teſtament in Writing, and therein and thereby gave and deviſed the Reverſion and Inheritance of the ſaid Meſſuage, *&c.* to the ſaid *T. D.* and his Heirs, as by the ſaid Will may appear. *And whereas* the ſaid *R. G.* is ſince alſo dead, but firſt before his

his Death made his laſt Will and Teſtament in Writing, and thereby gave and deviſed the ſaid Meſſuage, *&c.* above-mentioned to *E. B.* his Widow and Relict, for the Remainder of the ſaid Term granted by the ſaid recited Indenture, as by the ſaid Will may alſo appear. *Now know ye*, That the ſaid *T. D. hath* given and granted, and by theſe Preſents doth give, *&c.* unto the ſaid *E. B.* her Executors and Adminiſtrators, full and free Liberty, Licence and Authority at any Time during the Remainder of the ſaid Term, to demiſe, grant, bargain, ſell or aſſign the ſaid Meſſuage and Premiſſes, with the Appurtenances or any Part thereof, to any Perſon or Perſons whatſoever, for any Term or Number of Years, determinable with the ſaid recited Indenture of Leaſe, the Perſon or Perſons to whom the ſame ſhall be aſſigned, from Time to Time yielding, paying and performing the Rents, Covenants and Agreements in the ſaid recited Indenture contained, any Thing in the ſaid recited Indenture contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

A Letter of Licence to a Debtor.

TO *all People*, &c. We *A. B. C. D. E. F. G. H. &c.* whoſe Names are hereunder written, and Seals affix'd, Creditors of *J. B.* of, *&c.* Merchant, ſend Greeting. *Whereas* the ſaid *J. B.* on the Day of the Date hereof is indebted unto us the ſaid Creditors in divers Sums of Money, which by Reaſon of great Loſſes and Misfortunes happened unto him, *He* is not at preſent able to pay and ſatisfy unto us, without reſpite of Time to be given him for that Purpoſe. *Know ye therefore*, that we the ſaid Creditors and every

of

of us, *do* by theſe Preſents give and grant unto the ſaid *J. B.* free Licence, and our ſure and ſafe Conduct to come and go and reſort unto us and every one of us his ſaid Creditors, to compound and take Order with us, and every one of us, for our and every of our ſaid Debts; and alſo to go about his other Buſineſs and Affairs at his free Will and Pleaſure, from the Day of the Date hereof, unto the full End and Term of one whole Year next coming, without any Let, Trouble, Suit, Arreſt, Attachment or other Diſturbance whatſoever, to be offered or done unto him the ſaid *J. B.* his Wares, Goods, Monies or other Merchandizes whatſoever, by us or any of us, or by the Heirs, Executors, Adminiſtrators, Partners or Aſſigns, of us, or any of us, or by our or any of our Means or Procurement. *And* we the ſaid Creditors ſeverally and reſpectively, each for himſelf, his Executors and Adminiſtrators, doth ſeverally and apart, and not jointly covenant and grant to and with the ſaid *J. B.* by theſe Preſents, That if any Hurt, Trouble, Vexation, Wrong, Damage or Hinderance, ſhall be done unto him the ſaid *J. B.* either in his Body, Goods or Chattels, within the ſaid Term of one whole Year from the Date hereof, by us or any of us the ſaid Creditors, or by any Perſon or Perſons by or through the Commandment, Will, Procuring, Partnerſhip or Conſent of us, or any of us, againſt the Tenor, Form and Effect of this our preſent Licence, or Writing of ſafe Conduct, that then he the ſaid *J. B.* by Vertue of theſe Preſents, ſhall be diſcharged and acquitted for ever, towards and againſt him and them of us, his and their Heirs, Executors, Adminiſtrators, Partners and Aſſigns, and every of them, by whom and by whoſe Means he ſhall be

be vexed, arrested, troubled or imprisoned, attached, grieved or dampnified, of all manner of Actions, Suits, Quarrels, Debts, Duties, and Demands, either in Law or Equity whatsoever, from the Beginning of the World, to the Day of the Date of these Presents. *Provided* always, That if all the Creditors above-named shall not subscribe and seal these Presents, then the Liberty or Licence hereby given and granted, and every Clause, Matter and Thing contained, shall cease, determine, and be void, to all Intents and Purposes, any Thing herein before contained to the contrary thereof in any wise notwithstanding. *In Witness*, &c.

A Letter of Composition with a Debtor to accept of Ten Shillings in the Pound.

TO *all People*, &c. We whose Names are hereunder subscribed, and Seals affixed, Creditors of *R. K.* of, *&c.* do hereby send Greeting. *Whereas* the said *R. K.* is, and standeth indebted unto us severally in the several Sums of Money in the Schedule hereunto annexed, particularly mentioned and set down, which Moneys he is not at present able to pay us. *Know ye* therefore, That we the said Creditors, in Consideration of the Premisses, and for divers other good Causes and Considerations, are severally and respectively contented and willing, and do by these Presents severally and respectively grant and agree to and with the said *R. K.* his Executors and Administrators, to accept after the Rate of 10*s.* in the Pound in full Payment and Satisfaction of and for all Moneys to us severally by him due and owing as aforesaid, so as he the said *R. K.* shall well and truly satisfy and pay to us

us the ſaid Creditors ſeverally and reſpectively the ſaid 10 *s.* in the Pound for all ſuch Moneys as are by him due and owing to us ſeverally as aforeſaid, in manner following; (that is to ſay) One half thereof upon, *&c.* next coming, and the other half thereof in and upon, *&c.* which will be in the Year of our Lord, *&c.* *Provided* always and upon Condition nevertheleſs, That if at any Time hereafter any Default of Payment ſhall happen to be made by the ſaid *R. K.* of any the Sum or Sums of Money to us ſeverally to be paid in purſuance of theſe Preſents, That in every ſuch Caſe, this Agreement, as to ſuch Perſon only to whom any ſuch Default of Payment ſhall be made, ſhall be utterly void and of none Effect, any Thing herein contained to the contrary thereof notwithſtanding. *And* we the ſaid Creditors do hereby will and grant, and every of us reſpectively for his own Part willeth and granteth, That if at any Time hereafter, before any Default of Payment ſhall be made by the ſaid *R. K.* of any Sum or Sums of Money agreed to be paid in purſuance of theſe Preſents, the ſaid *R. K.* ſhall happen to be arreſted, attached or moleſted by us, or any or either of us, or for or in the Name of us, or any or either of us, or by our or any or either of our Conſent, Means or Procurement for any Debt, Duty or Demand due to us, or any or either of us; that then and from thenceforth he the ſaid *R. K.* his Executors and Adminiſtrators, ſhall be abſolutely freed and diſcharged againſt him or them of us, by whom, or by whoſe Means or Procurement the ſaid *R. K.* in his Body or Goods ſhall be ſued, arreſted, attached or moleſted, of and from all Actions, Debts, Duties and Demands whatſoever, from the Beginning of the World,

World, unto the Day of the Date hereof. *In Witneſs*, &c.

Bills of Sale, Charterparties, Affreightment, &c.

A Bill of Sale of Cattel and Goods to indemnify a Man againſt a Bond.

TO *all People*, &c. *E. H.* of, *&c.* ſendeth Greeting. *Whereas J. W.* of, *&c.* in and by one Bond or Obligation bearing even Date with theſe Preſents, is become bound with the ſaid *E. H.* as his Surety unto *T. E.* of, *&c.* in the penal Sum of, *&c.* with Condition thereunder written, to be void on Payment to the ſaid *T. E.* of the Sum of, *&c.* on, *&c.* next coming, as by the ſaid Bond may appear. *Now know ye*, That the ſaid *E. H.* to the Intent the ſaid *J. W.* may be indemnified from the ſaid Bond, and to enable him to raiſe Money to pay the ſaid Sum of, *&c.* to the ſaid *T. E.* in manner above expreſſed. *And* in Conſideration alſo of 5 *s.* in Money to him in Hand paid by the ſaid *J. W.* the receipt whereof is hereby acknowledged; he the ſaid *E. H. hath* granted, bargained, ſold and delivered, and by theſe Preſents *doth* grant, *&c.* unto the ſaid *J. W. all* and every the Cattle, Hay, and other Goods and Chattels in the Schedule hereunto annexed mentioned; *To have and to hold* all and ſingular the ſaid Cattle, Hay, and other Goods and Chattels, and every of them, unto the ſaid *J. W.* as his own proper Goods and Chattels, from henceforth for ever: *In Truſt* that the ſaid *J. W.* ſhall and will, with all convenient Speed he can, ſell and diſpoſe of the ſaid Cat-

Cattle, Hay, Goods and Chattels in the ſaid Schedule hereunto annexed mentioned, for the beſt Price he can get for the ſame, and out of the Money ariſing thereby, in the firſt Place pay the ſaid *J. L.* the ſaid, *&c.* and in the next Place reimburſe and ſatisfy himſelf all ſuch Coſts, Charges and Expences as he ſhall lay out, expend or be put unto, in ſelling, managing or diſpoſing of the ſaid Cattle, Goods and Chattels, and alſo all ſuch Coſts and Charges as he ſhall ſuſtain or be put unto, by reaſon of his entring into the ſaid Bond as aforeſaid. *In Witneſs, &c.*

A Bill of Sale of a Fourth Part of a Ship.

TO *all People*, &c. We *S. W.* of, *&c.* Merchant, *R. B.* of, *&c.* Mariner, *J. G.* of, *&c.* Part-Owners of the good Ship called the *J.* of, *&c.* of the Burthen of 200 Tuns or thereabouts, now lying, *&c.* ſend Greeting, *Know ye*, That we the ſaid *S. W. &c.* in Purſuance of a Contract and Agreement formerly had and made between us the ſaid *S. W.* and *R. G.* of, *&c.* Merchant, and for and in Conſideration of the Sum of 600*l.* of, *&c.* to us in Hand by the ſaid *R. G.* before the Sealing and Delivery hereof well and truly paid and ſatisfied; the Receipt whereof we do hereby acknowledge, and our ſelves therewith fully ſatisfied, and thereof and therefrom do clearly acquit, releaſe and diſcharge him the ſaid *R. G.* his Executors and Adminiſtrators, and every of them, for ever by theſe Preſents; *Have*, and each and every of us *hath* granted, bargained and ſold, and by theſe Preſents do, and each and every of us doth grant, *&c.* unto the ſaid *R. G.* one Fourth Part (the whole in four equal Parts to be accounted and divided) of the ſaid Ship cal-

called the *J.* Alſo one Fourth Part (the whole to be accounted and divided as aforeſaid) of all and ſingular the Apparel, Tackle, Boats, Oars, Maſts, Yards, Sails, Cables, Anchors, Ordnances, Ammunition, Proviſions, Stores, Artillery, Ropes, Furniture and Appurtenances whatſoever to the ſaid Ship belonging, or in any wiſe appertaining, when ſhe returned home to the ſaid Port of, *&c.* in her laſt Voyage under the Command of, *&c.* *To have and to hold* the ſaid hereby bargained and ſold, or mentioned or intended to be hereby bargained and ſold Fourth Parts of the ſaid Ship and Premiſſes, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *R. G.* his Executors, Adminiſtrators and Aſſigns, as his and their proper Goods, and to his and their proper Uſe and Uſes for ever. *And* we the ſaid *S. W. &c.* each of us for himſelf and his own Part ſeverally and apart, and not jointly, nor one for another of us, nor the Acts of any other of us, *Do* covenant, promiſe and grant to and with the ſaid *R. G.* his Executors and Adminiſtrators, and every of them, by theſe Preſents, That at the Time of the Sealing and Delivery hereof we are lawfully poſſeſs'd, and have in our ſelves or ſome or one of us, hath full Power, good Right, and lawful Authority, to grant, bargain and ſell to the ſaid *R. G.* his Executors, Adminiſtrators and Aſſigns, the ſaid Fourth Part of the Ship, and all other the Premiſſes, in Manner and Form aforeſaid, and according to the true Intent and Meaning of theſe Preſents. *And alſo*, That the ſaid *R. G.* his Executors, Adminiſtrators and Aſſigns, and every of them, ſhall and lawfully may from Time to Time, and at all Times hereafter, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid here-

hereby granted, bargained and ſold Fourth Part of the ſaid Ship, and other the Premiſſes, with the Appurtenances, in Manner and Form aforeſaid, according to the true Intent and Meaning of theſe Preſents, without any Let, Trouble, Denial, Moleſtation, Hindrance or Diſturbance whatſoever, of or by us the ſaid *S. W. &c.* ſeverally, or any claiming under us ſeverally, and that freed and diſcharged of and from all former and other Bargains, Sales, Debts and Incumbrances whatſoever made, done or committed by us ſeverally, or to our or any of our Privity or Knowledge. *In Witneſs*, &c.

A Bill of Bottomry or Mortgage of a Ship.

TO *all People*, &c. I *A. B.* of, *&c.* ſend Greeting. *Whereas* I the ſaid *A. B.* am Owner and Maſter of the Ship called, *&c.* of the Burthen of, *&c.* or thereabouts, now riding at Anchor at, *&c.* and bound for a Voyage to, *&c.* and from thence to return back to *London* to make her Diſcharge. *And whereas* I the ſaid *A. B.* have Occaſion to take up upon the Adventure of the ſaid Ship the Sum of, *&c.* for the better ſetting forth the ſaid Ship to Sea, and for furniſhing her with Proviſion and Neceſſaries for the ſaid Voyage. *And whereas C. D.* of, *&c.* hath at my Requeſt ſupplied me with, and lent unto me the ſaid Sum of, *&c.* at 20 *l. per Cent.* Intereſt during the ſaid Voyage. *Now know ye*, That I the ſaid *A. B.* do, for me, my Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *C. D.* his Executors and Adminiſtrators, by theſe Preſents, That the ſaid Ship ſhall with the firſt fair Wind after, *&c.* depart from the ſaid River of *Thames*, and directly as Wind

Wind and Weather ſhall ſerve, proceed and ſail unto, *&c.* aforeſaid, and having there tarried until, *&c.* or being ſooner diſpatched ſhall, as Wind and Weather ſhall ſerve, directly ſail and return back to the ſaid River of *Thames*, to finiſh and compleat her Voyage. *And know ye further*, That I the ſaid *A. B.* do, for the Conſiderations aforeſaid, hereby bind my ſelf, my Heirs, Executors, Adminiſtrators, Goods and Chattels, and particularly the ſaid Ship, with the Freight, Tackle and Apparel of the ſame, to pay unto the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of, *&c.* and Intereſt at 20 *l. per Cent.* within 21 Days next after the Return and ſafe Arrival of the ſaid Ship in the ſaid River of *Thames* from the ſaid intended Voyage. *And* I the ſaid *A. B.* do, for me, my Executors and Adminiſtrators, covenant and grant to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That I the ſaid *A. B.* at the Time of Sealing and Delivery hereof, am true and lawful Owner and Maſter of the ſaid Ship, and have Power and Authority to charge the ſaid Ship as aforeſaid; and that the ſaid Ship ſhall be liable and chargeable for the Payment of the ſaid, *&c.* in Manner aforeſaid, according to the true Intent and Meaning of theſe Preſents. *Provided* always, and it is agreed by and between the ſaid Parties, That in caſe the ſaid Ship ſhall be loſt, miſcarry, or be caſt away, before her next Arrival in the ſaid River of *Thames* from the ſaid intended Voyage, that then the ſaid Payment of the ſaid Sum of, *&c.* and Intereſt, *&c.* ſhall ceaſe and determine, and the Loſs thereof be wholly borne and ſuſtained by the ſaid *C. D.* his Executors and Adminiſtrators; and that then and from thenceforth

theſe Preſents, and every Matter and Thing herein contained on the Part and Behalf of the ſaid *A. B.* ſhall ceaſe and be void, any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

A Bill of Adventure for Money.

TO *all People*, &c. I *A. B.* of, *&c.* ſend Greeting. *Whereas* I the ſaid *A. B.* do intend to make a Voyage unto, *&c.* in the Ship called, *&c.* whereof *&c.* is Maſter, now bound thither. *And whereas* the ſaid *C. D.* of, *&c.* the Day of the Date hereof hath paid and delivered unto me the ſaid *A. B.* the Sum of, *&c.* the Receipt whereof I do hereby acknowledge; the Adventure of which ſaid Sum of, *&c.* the ſaid *C. D.* hath entruſted me with, and is content and agreed to bear and ſtand to our and home. *Now know ye*, That I the ſaid *A. B.* do, for me, my Executors and Adminiſtrators, covenant and grant to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That I the ſaid *A. B.* my Executors, Adminiſtrators or Aſſigns, ſhall and will diſpoſe, convert and imploy the ſaid, *&c.* in the ſaid Voyage, to and for the beſt and moſt Advantage of the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, according to the beſt of my Skill and Knowledge. *And alſo*, That I the ſaid *A. B.* my Executors, Adminiſtrators or Aſſigns, ſhall and will within 20 Days next after my Return from the ſaid Voyage, or the Arrival and Diſcharge of the ſaid Ship within the Port of *London*, which ſhall firſt happen; not only give and deliver, or cauſe to be delivered, unto the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, a juſt and true Account

count of the Diſpoſition and Management of the ſaid Adventure; but alſo well and truly pay and deliver, or cauſe to be paid and delivered, unto the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, all ſuch Money and Proceed as ſhall appear to be due and coming to him the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns. *In Witneſs*, &c.

A Charterparty of Affreightment.

THis *Charterparty* indented, made, *&c. Between W. B.* of, *&c.* Mariner, Maſter and Owner of the good Ship or Veſſel called, *&c.* burthened 50 Tuns or thereabouts, of the one Part; and *J. V.* of, *&c.* Merchant, of the other Part: *Witneſſeth*, That the ſaid *W. B.* for the Conſiderations herein after mentioned, *Hath* granted and to Freight letten, and by theſe Preſents doth grant, *&c.* unto the ſaid *J. V.* his Executors, Adminiſtrators or Aſſigns, the whole Tonnage of the Hold, Stern Sheets and Half-Deck of the ſaid Ship or Veſſel from the Port of, *&c.* to, *&c.* in a Voyage to be made with the ſaid Ship, in Manner and Form following; (that is to ſay) To ſail with the firſt fair Wind and Weather that ſhall happen next after, *&c.* or before, *&c.* next, from the ſaid Port of, *&c.* with the Goods and Merchandize of the ſaid Freightor, his Factors or Aſſigns, on board, to, *&c.* aforeſaid, there to be diſcharged of her ſaid Cargo within 15 Days next after her Arrival there for the End of the ſaid Voyage. *In Conſideration* whereof, the ſaid *J. V.* for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns, by theſe Pre-

ſents, That he the ſaid *J. V.* his Executors, Adminiſtrators, Factors or Aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *W. B.* his Executors, Adminiſtrators, or Aſſigns, for the Freight of the ſaid Ship and Goods, the Sum of 50*l.* of, *&c* within 20 Days after the ſaid Ship's Arrival and Goods diſcharged at, *&c.* aforeſaid, for the End of the ſaid Voyage. And alſo ſhall and will pay for Demorage (if any ſhall be by the Default of him the ſaid *J. V.* his Factors or Aſſigns) the Sum of 20*s.* of, *&c.* *per* Day daily, and every Day as the ſame ſhall grow due. *And* the ſaid *W. B.* for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe and grant, to and with the ſaid *J. V.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That the ſaid Ship or Veſſel ſhall be ready at the ſaid Port of, *&c.* to take in Goods by the ſaid Day, *&c.* or before, *&c.* next coming. And within 10 Days next after the ſaid Ship or Veſſel ſhall arrive at the ſaid Port of, *&c.* in Manner and according to the Times aforeſaid, he the ſaid *J. V.* doth promiſe to have his Goods ready, and to be put on board the ſaid Ship to proceed on in the ſaid Voyage. *And* the ſaid *W. B.* for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid *J. V.* his Executors, Adminiſtrators and Aſſigns, That the ſaid Ship or Veſſel now is, and at all Times during the ſaid Voyage ſhall be to the beſt Endeavour of the ſaid *W. B.* his Executors and Adminiſtrators, and at his and their own proper Coſts and Charges in all Things made and kept ſtiff, ſtaunch, ſtrong, well apparell'd, furniſhed and provided, as well with Men and Mariners ſufficient and able to ſail, guide and go-

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vern the ſaid Ship, as with all manner of Rigging, Boats, Tackle, Apparel, Furniture, Proviſion and Appurtenances, fitting and neceſſary for the ſaid Men and Mariners, and for the ſaid Ship during the Voyage aforeſaid. *In Witneſs*, &c.

In theſe Charterparties, ſo much *per* Tun for unloading and taking in Goods at ſuch and ſuch Ports, may be agreed to be paid by the Merchant to the Owner of the Ship: And there might be a Penalty inſerted at the Bottom for Non-performance of Covenants; but this laſt is not very uſual.

Leaſes.

A Leaſe of a Houſe and Goods for Twenty-one Years.

THis *Indenture* made, *&c. Between* Sir *A. N.* of, *&c.* Baronet, of the one Part; and *J. T.* of, *&c.* of the other Part: *Witneſſeth*, That the ſaid Sir *A. N.* for and in Conſideration of the yearly Rent and Covenants herein after reſerved and contained on the Part and Behalf of the ſaid *J. T.* his Executors, Adminiſtrators and Aſſigns, to be paid, obſerved and performed, *Hath* demiſed, granted, and to Farm letten, and by theſe Preſents doth demiſe, *&c.* unto the ſaid *J. T. all* that Meſſuage or Tenement called, *&c.* now in the Poſſeſſion of, *&c.* with all and ſingular Ways, Waters, Eaſements and Appurtenances to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining, together with the Uſe of the Goods in the Schedule hereunto annexed mentioned: *To have and to hold* all and ſingular

the said Messuage or Tenement, and Premisses above-mentioned, with the Appurtenances, unto the said *J. T.* his Executors, Administrators and Assigns, from the 25th Day of *March* next, for and during the Term of 21 Years thence next ensuing, and fully to be compleat and ended: *Yielding* and paying therefore yearly, during the said Term, unto the said Sir *A. N.* his Heirs and Assigns, the yearly Rent of 20 *l.* of, *&c.* in and upon the 25th Day of *June*, the 25th Day of *September*, the 25th Day of *December*, and the 25th Day of *March*, by even and equal Portions. *And* if it shall happen the said yearly Rent above reserved, or any Part thereof, to be behind and unpaid, in part or in all, by the Space of 21 Days next after any or either of the said Days appointed for Payment thereof, then and from thenceforth it shall and may be lawful to and for the said Sir *A. N.* his Heirs and Assigns, into the said Premisses to re-enter, and the same to have again, re-possess and enjoy, as in his and their first and former Estate, Right, Title and Degree, any Thing herein contained to the contrary thereof in any wise notwithstanding. *And* the said *J. T.* for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said Sir *A. N.* his Heirs and Assigns, that he the said *J. T.* his Executors, Administrators or Assigns, shall and will, well and truly pay or cause to be paid unto the said Sir *A. N.* his Heirs or Assigns, the said yearly Rent above reserved at the Days and Times, and in Manner and Form above expressed, clear of and over and above all Taxes, Rates and Payments whatsoever, (except such Taxes as shall be charged on Lands and Tenements, by any Act or Acts of Parliament, and payable to the Queen's

Majesty,

Majeſty, her Heirs and Succeſſors.) *And alſo*, that he the ſaid *J. T.* his Executors, Adminiſtrators and Aſſigns, ſhall and will from Time to Time, and at all Times during the ſaid Term hereby granted, well and ſufficiently repair, maintain, ſuſtain, uphold, amend and keep the ſaid demiſed Premiſſes and every Part thereof, with the Appurtenances, in, by and with all and all Manner of needful and neceſſary Reparations whatſoever, when and as often as Need ſhall require; and the ſame ſo well and ſufficiently repaired, maintained, ſuſtained, upheld and kept at the End of the ſaid Term unto the ſaid Sir *A. N.* his Heirs and Aſſigns, ſhall and will peaceably and quietly leave and yield up; and ſhall and will then alſo leave unto the ſaid Sir *A. N.* his Heirs and Aſſigns, all ſuch Goods as are mentioned in the Schedule hereto annexed, in as good Plight and Condition as they are now in: (The reaſonable Uſage of them, and the Caſualty of Fire in the mean Time, only excepted.) *And* the ſaid Sir *A. N.* for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid *J. T.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid Sir *A. N.* ſhall and will bear, pay and diſcharge or deduct, abate and allow out of the ſaid yearly Rent above reſerved, all Taxes laid on Lands and Tenements by any Act or Acts of Parliament, payable to the Queen's Majeſty, her Heirs and Succeſſors. *And alſo*, that he the ſaid *J. T.* his Executors, Adminiſtrators and Aſſigns, ſhall and may, by and under the yearly Rent and Covenants herein reſerved and contained, peaceably and quietly have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid Meſſuage or Tenement and Premiſſes above-mentioned, with the Appurtenances, for

for and during the ſaid Term hereby granted, without the Let, Trouble, Hinderance, Moleſtation, Interruption and Denial of him the ſaid Sir *A. N.* his Heirs and Aſſigns, or of any other Perſon or Perſons, claiming or to claim, by, from or under him. *In Witneſs*, &c.

A Leaſe of a Shop.

THis *Indenture* made, *&c. Between J. B.* of, *&c.* of the one Part, and *T. S.* of, *&c.* of the other Part; *Witneſſeth*, that the ſaid *J. B.* for and in Conſideration of the Rents and Covenants herein after reſerved and contained, which on the Part and Behalf of the ſaid *T. S.* his Executors, Adminiſtrators and Aſſigns, are to be paid and performed, *Hath* demiſed, granted and to farm letten, and by theſe Preſents doth demiſe, *&c.* unto the ſaid *T. S. All* that Shop or lower Room ſituate, lying and being in, *&c.* late in the Tenure of, *&c.* but now in the Tenure or Poſſeſſion of him the ſaid *T. S.* or his Aſſigns; *To have and to hold* the ſaid Shop or lower Room unto the ſaid *T. S.* his Executors, Adminiſtrators and Aſſigns, from, *&c.* laſt paſt, before the Date hereof, for and during the Term of ſeven Years, from thence next enſuing, and fully to be compleat and ended; *Yielding* and paying therefore yearly and every Year, during the ſaid Term hereby granted unto the ſaid *J. B.* his Executors, Adminiſtrators and Aſſigns, the yearly Rent or Sum of, *&c.* at the four moſt uſual Feaſts or Terms in the Year (that is to ſay) the Feaſts of the Annunciation of the Bleſſed Virgin *Mary*, the Nativity of St. *John* the Baptiſt, the Feaſt of St. *Michael* the Archangel, and the Feaſt of St. *Thomas* the Apoſtle, by even and equal Portions,

tions. *And* if it ſhall happen the ſaid yearly Rent or Sum of, *&c.* or any Part thereof, to be behind and unpaid, in part or in all, by the Space of fifteen Days next after any, or either of the ſaid Feaſts or Days of Payment, on which the ſame ought to be paid as aforeſaid, being lawfully demanded, that then and from thenceforth it ſhall and may be lawful to and for the ſaid *J. B.* his Executors or Aſſigns, into the ſaid Shop or lower Room to re-enter, and the ſame to have again, re-poſſeſs and enjoy, as in his and their firſt and former Eſtate or Eſtates, any Thing herein contained to the contrary notwithſtanding. *And* the ſaid *T. S.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid *J. B.* his Heirs and Aſſigns, by theſe Preſents, that he the ſaid *T. S.* his Executors, Adminiſtrators or Aſſigns, ſhall and will, well and truly, pay or cauſe to be paid unto the ſaid *J. B.* his Heirs or Aſſigns, the ſaid yearly Rent or Sum of, *&c.* on the reſpective Days of Payment above-mentioned. *And* the ſaid *J. B.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid *T. S.* his Executors and Aſſigns, that it ſhall and may be lawful to and for the ſaid *T. S.* his Executors and Aſſigns, under the Rents and Covenants herein contained, peaceably and quietly to have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Shop or lower Room hereby demiſed, during the ſaid Term hereby granted, without any Moleſtation, Diſturbance or Denial of him the ſaid *J. B.* his Executors or Aſſigns, or of any other Perſon or Perſons whatſoever, claiming or to claim, by, from or under him, them or any of them. *In Witneſs*, &c.

A Leaſe made from three Perſons, having ſeparate Intereſts for a Term of Years, if the Leſſor lives ſo long, under a yearly Rent payable Monthly.

THis *Indenture Quadripartite* made, *&c. Between M. W.* of, *&c.* of the firſt Part, and *E. G.* of, *&c.* of the ſecond Part, *G. T.* of, *&c.* of the third Part, and *J. S.* of, *&c.* of the fourth Part; *Witneſſeth*, That for and in Conſideration of the Sum of, *&c.* to the ſaid *M. W.* in Hand paid by the ſaid *J. S.* and in Conſideration alſo of the Sum of, *&c.* of like, *&c.* to the ſaid *E. G.* in Hand alſo paid by the ſaid *J. S.* And in Conſideration alſo of the Sum of, *&c.* more of like, *&c.* to the ſaid *G. T.* in Hand likewiſe paid by the ſaid *J. S.* the Receipt of which ſaid ſeveral Sums of Money they the ſaid *M. W. E. G.* and *G. T.* do hereby reſpectively confeſs and acknowledge they the ſaid *M. W. E. G.* and *G. T. Have*, and every and either of them hath demiſed, granted and to Farm letten, and by theſe Preſents do, and every and either of them doth demiſe, *&c.* all that Meſſuage or Tenement commonly called, *&c.* ſituate, *&c.* with all and ſingular Ways, Waters, Eaſements, and Appurtenances thereunto belonging; *To have and to hold* all and ſingular the ſaid Meſſuage or Tenement above mentioned, with the Appurtenances unto the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, from the 25th Day of *March* laſt paſt for and during the Term of twenty Years thence next enſuing, and fully to be compleat and ended, if, *&c.* ſhall happen ſo long to live; *Yielding* and paying therefore yearly, during the ſaid Term, unto the ſaid *M. W. &c.* their Executors, Adminiſtrators and Aſſigns, the yearly Rent of, *&c.*

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in and upon the 25th Day of *April*, the 25th Day of *May*, the 25th Day of *June*, the 25th Day of *July*, the 25th Day of *August*, the 25th Day of *September*, the 25th Day of *October*, the 25th Day of *November*, the 25th Day of *December*, the 25th Day of *January*, the 25th Day of *February*, the 25th Day of *March* yearly, by even and equal Portions: And if it ſhall happen the ſaid yearly Rent above reſerved, or any Part thereof, to be behind and unpaid in Part, or in all, by the Space of 21 Days next after any or either of the ſaid Days appointed for Payment thereof, then and from thenceforth it ſhall and may be lawful to and for the ſaid *M. W. &c.* and their Aſſigns into the ſaid Premiſſes to re-enter, and the ſame to have again, re-poſſeſs and enjoy, as in their firſt and former Eſtate, Right, Title and Degree, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *M. W.* for himſelf, his Executors and Aſſigns, doth covenant to and with the ſaid *J. S.* his Executors and Adminiſtrators, that he the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, ſhall and may, by and under the yearly Rent and Covenants herein reſerved and contained, peaceably and quietly have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid Meſſuage or Tenement and Premiſſes abovementioned, with the Appurtenances, for and during the ſaid Term hereby granted, without the Let, Trouble, Hinderance, Moleſtation, Interruption and Denial of him the ſaid *M. W.* his Heirs and Aſſigns, or of any other Perſon or Perſons, claiming or to claim, by, from or under him. *And* the ſaid *E. C.* for himſelf, his Executors and Aſſigns, doth covenant to and with the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns,

Aſſigns, that he the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, ſhall and may, by and under the yearly Rent and Covenants herein reſerved and contained, peaceably and quietly have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid Meſſuage or Tenement and Premiſſes above-mentioned, with the Appurtenances, for and during the ſaid Term hereby granted, without the Let, Trouble, Hinderance, Moleſtation, Interruption and Denial of him the ſaid *E. G.* his Heirs and Aſſigns, or of any other Perſon or Perſons claiming or to claim, by, from or under him. (The like Covenant from *G. T.* to *J. S.*) *In Witneſs*, &c.

In this Leaſe the Rent might be divided and reſerved ſeparately, and ſeparate Covenants for Payment by the Leſſee to the ſeveral Leſſors.

A Leaſe of a Manor for 21 Years to raiſe Money to pay off Incumbrances

THIS *Indenture* made, *&c. Between* the moſt Noble *H.* Duke of *N.* of, *&c.* of the one Part, and *N. F.* of, *&c.* Eſq; of the other Part; *Witneſſeth*, That the ſaid *H.* Duke of *N.* for and in Conſideration of the Sum of 5000 *l.* of, *&c.* to him in Hand paid by the ſaid *N. F.* at and before the Sealing and Delivery of theſe Preſents, the Receipt whereof the ſaid Duke doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit and diſcharge the ſaid *N. F.* his Executors and Adminiſtrators, by theſe Preſents, *Hath* demiſed, granted, and to farm letten, and by theſe Preſents doth demiſe, *&c.* unto the ſaid *N. F. All* that the Manor of, *&c.* in, *&c.* with the Rights, Members and Appurtenances, and all that the Capital Meſſuage or Manſion-houſe, commonly called or known by the Name of, *&c.*

Manor-

Manor-houſe, with the Court-yards, Orchards, Gardens, Out-houſes, and Buildings thereunto belonging, ſituate and being in, *&c.* and all and ſingular the Meſſuages, Lands, Houſes, Buildings, Yards, Courts, Curtilages, Gardens, Orchards, Mills, Chaſes, Warrens, Cloſes, Lands, Tenements, Meadows, Paſtures, Feedings, Marſhes, Marſh-Grounds, Commons and Common of Paſture, Woods, Underwoods, and other Hereditaments whatſoever, to the ſaid Manor of, *&c.* belonging, or in any wiſe apperraining, or reputed or taken as Part or Parcel thereof; *To have and to hold* the ſaid Manor, and all and ſingular other the Premiſſes hereby demiſed or mentioned, or intended to be demiſed, and every Part and Parcel thereof, with the Appurtenances, to the ſaid *N. F.* his Executors, Adminiſtrators and Aſſigns, from the Day of the Date of theſe Preſents, for and during, and unto the full End and Term of 21 Years, from thence next enſuing, and fully to be compleat and ended; *Yielding and paying* therefore yearly and every Year, during the ſaid Term hereby granted, the yearly Rent of one Pepper Corn on the Feaſt-Day of, *&c.* (if the ſame be lawfully demanded) *And* the ſaid *H.* Duke of *N.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid *N. F.* his Executors and Adminiſtrators by theſe Preſents, That he the ſaid Duke now is, and ſtandeth lawfully and abſolutely ſeized of and in the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes abovementioned, of an abſolute Eſtate in Fee-Simple, without any Condition or Truſt, to alter, determine or incumber the ſaid Eſtate. *And* that he hath good rightful Power, lawful and abſolute Authority, to demiſe and grant the ſame, and

every

every Part thereof to the ſaid *N. F.* in manner aforeſaid, according to the true Intent and Meaning of theſe Preſents: *And* that he the ſaid *N. F.* his Executors, Adminiſtrators and Aſſigns, ſhall and may peaceably and quietly, have, hold, poſſeſs and enjoy the ſaid Manor, and all and ſingular other the Premiſſes, for and during all the ſaid Term hereby demiſed, without the Let, Trouble or Diſturbance of the ſaid Duke, or his Aſſigns: *And* that free and clear, and freely and clearly acquitted and diſcharged of and from all former and other Gifts, Grants, Leaſes, Bargains, Sales, Judgments, Statutes, Recognizances, Executions, Extents, Seizures, Forfeitures, Eſtates, Titles, Troubles and Incumberances whatſoever. *And further*, That he the ſaid Duke and his Aſſigns, ſhall and will at any Time during the Term hereby granted, at the Requeſt, Coſts and Charges in the Law of the ſaid *N. F.* his Executors, Adminiſtrators and Aſſigns, make, do and execute ſuch further Act and Acts, Thing and Things, Aſſurance and Aſſurances whatſoever, for the further confirming of the Term hereby granted unto the ſaid *N. F.* his, *&c.* as by his or their Counſel Learned in the Law, ſhall be reaſonably deviſed, adviſed or required. *In Witneſs*, &c.

A Leaſe of Lands in Barbadoes.

THis *Indenture* made, *&c. Between B. G.* of, *&c.* of the one Part, and *W. L.* of, *&c.* of the other Part; *Witneſſeth*, That the ſaid *B. G.* for and in Conſideration of the Rent and Covenants herein after reſerved and contained, which on the Part and Behalf of the ſaid *W. L.* his Executors and Adminiſtrators, are and ought to be paid and performed, *Hath* demiſed, granted, and

to Farm letten, and by these Presents doth demise, &c. unto the said *W. L. All* that his Share, Part and Portion of Land containing, &c. situate and being in, &c. as the same was lately and now is separated and divided from other Lands now inhabited by the *English* Merchants and Planters, or their Assigns, and allotted unto the said *B. G.* for his Share of his Adventure with the said Company of the said Islands, and now are or late were in the Tenure or Occupation of, &c. or his Assigns, together with free Ingress, Egress and Regress to and for the said *W. L.* his Executors, Servants and Assigns, by and through, &c. at all convenient Times, and by all fitting and convenient Ways, to fetch Water from the Springs and Rivulets thereunto adjoining, as Need shall require; *To have and to hold* the said Share of Land, and all and singular other the Premisses, and every Part and Parcel thereof, with the Appurtenances unto the said *W. L.* his Executors, Administrators and Assigns, for and during the Term of [illegible] Years, and fully to be compleat and ended: *Yielding and paying* therefore yearly, and every Year, during the said Term, unto the said *B. G.* his Heirs and Assigns, the Moiety or one half Part of all the Profits and Gains whatsoever, which shall yearly be made or raised by, or by Means of the digging, setting, planting, sowing, manuring and employing the said Lands and Premisses above-mentioned, and every or any Part thereof, or by any other Ways or Means whatsoever, the same to be yearly and every Year once or oftener (as Shiping may be conveniently had) sent into *England*, to and for the Use of the said *B. G.* his Heirs and Assigns, for and in full Satisfaction and Payment of all Manner of Rents whatsoever. *And* the said *W. L.* for himself,

ſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid *B. G.* his Heirs and Aſſigns, by theſe Preſents, that he the ſaid *W. L.* ſhall and will once in every Year yearly, or oftner, during the ſaid Term hereby granted, and as Shipping may be conveniently had, as aforeſaid, make and ſend unto the ſaid *B. G.* his Heirs or Aſſigns, a true and juſt Account how the Lands and Premiſſes hereby demiſed, have (until that Time) been employed and uſed: *And* alſo with the ſame Account ſhall and will ſend and deliver, or cauſe to be delivered unto, and for the Uſe of the ſaid *B. G.* his Heirs and Aſſigns, unto the City of, *&c.* the ſaid Moiety or one half Part of all the Increaſe, Profit and Gains above, by theſe Preſents, reſerved, which ſhall happen to be made or ariſen by Means of the Husbanding and Employing of the ſaid Lands and Premiſſes hereby demiſed. *And alſo*, &c. (a Covenant that the Leſſee in good Order of Husbandry, according to the Cuſtom of the Country there uſed, ſhall ſet, let, ſow, plant and employ the Premiſſes to the beſt Advantage: A Covenant that the Leſſee ſhall not demiſe to any Perſon during the Term, without Licence, nor make any Spoil of the Cedar, Timber, Trees, *&c.* A Covenant for Reparations, and quiet enjoying: *Proviſo*, to re-enter on Non-payment of Rent, or Non-performance of Covenants, *&c.*) *In Witneſs*, &c.

A Leaſe of a Mill.

THis *Indenture* made, *&c. Between* A. B of, *&c.* of the one Part, and C. D. of, *&c.* of the other Part; *Witneſſeth*, That the ſaid A. B. for and in Conſideration of the yearly Rent and

Covenants herein after reſerved and contained, which on the Part and Behalf of the ſaid C. D. his Executors and Adminiſtrators, are and ought to be paid, obſerved and performed, *Hath* demiſed, granted, and to farm letten, and by theſe Preſents doth demiſe, *&c.* unto the ſaid C. D. *All* that his Water Griſt-Mill, called or known by the Name of, *&c.* ſituate and being in, *&c.* in the Tenure of, *&c.* or his Aſſigns, and the Ground whereupon the ſaid Mill doth ſtand, containing, *&c.* (be it more or leſs;) And alſo all Toll, Cuſtom and Benefit for grinding of Corn and Grain whatſoever: And all and ſingular Head, Wares and Mill-Ponds; and all Mill-Pools, Mill-Dams, Stanks, Banks, Pond-Streams, Water, Water-courſes, Rivers, Fiſhings, Fiſhing-places, Ways, Paths, Paſſages, Eaſements, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever, to the ſaid Mill, and other the Premiſſes, by theſe Preſents demiſed and granted, or any of them, or to any Part or Parcel thereof incident, belonging or appertaining, or to or with the ſame, now or at any Time heretofore let, uſed, occupied or enjoyed; *To have and to hold* the ſaid Mill, Toll, Cuſtom, and all and ſingular other the Premiſſes hereby granted, with the Appurtenances, unto the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, for and during the Term of ſeven Years, and fully to be compleat and ended; *Yielding and paying* therefore yearly, during the ſaid Term unto the ſaid A. B. his Heirs and Aſſigns, the yearly Rent of, *&c.* in and upon, *&c.* by even and equal Portions. *And* if it ſhall happen the ſaid yearly Rent above reſerved, or any Part thereof, to be behind and unpaid in Part or in all, by the Space of 21 Days next after any or either of the ſaid

Days appointed for Payment thereof, then and from thenceforth it ſhall and may be lawful to and for the ſaid A. B. her Heirs or Aſſigns, into the ſaid Mill and Premiſſes, or any Part thereof, in the Name of the Whole to re-enter, and the ſame to have again, repoſſeſs and enjoy, as in his and their firſt and former Eſtate or Eſtates, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid C. D. for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid *A. B.* his Heirs and Aſſigns, that he the ſaid C. D. his Executors, Adminiſtrators or Aſſigns, ſhall and will, well and truly, pay or cauſe to be paid unto the ſaid A. B. his Heirs or Aſſigns, the ſaid yearly Rent above reſerved, at the Days and Times, and in Manner and Form above expreſſed, according to the true Intent and Meaning of theſe Preſents. *And* he the ſaid A. B. for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, that he the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, ſhall and may, by and under the yearly Rent and Covenants herein reſerved, and contained, peaceably and quietly have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid Mill and Premiſſes above-mentioned, with the Appurtenances, for and during the ſaid Term hereby granted, without the Let, Trouble, Hinderance, Moleſtation, Interruption and Denial of him the ſaid A. B. his Heirs and Aſſigns, or of any other Perſon or Perſons, claiming or to claim, by, from or under him. *In Witneſs*, &c.

A Leaſe of a Rectory or Parſonage.

THIS *Indenture* made, *&c. Between* the Right Honourable *T.* Lord *A.* Baron of, *&c.* of the one Part, and *P. S.* of, *&c.* of the other Part; *Witneſſeth*, That the ſaid Lord *A.* for and in Conſideration of the yearly Rents and Covenants hereinafter mentioned, on the Tenant's or Leſſee's Part, to be paid and performed, *Hath* demiſed, granted, and to Farm letten, and by theſe Preſents, doth demiſe, *&c.* unto the ſaid *P. S. All* that the Rectory or Parſonage of, *&c.* with all and ſingular Tiths, Tenths, Glebe Lands, reſerved Rents, Houſes, Profits, Commodities and Advantages whatſoever, ariſing, growing or renewing from and out of the ſaid Rectory or Parſonage, or to the ſaid Rectory or Parſonage, belonging or in any wiſe appertaining or therewith formerly held and enjoyed, as Part, Parcel or Member thereof, with their and every of their Appurtenances; *To have and to hold* the ſaid Rectory or Parſonage, Tiths, Tenths, Glebe Lands, Rents and Profits, with their and every of their Appurtenances unto the ſaid *P. S.* his Executors, Adminiſtrators and Aſſigns, from, *&c.* for and during, and unto the full End and Term of 21 Years, from thence next enſuing, and fully to be compleat and ended: *Yielding and paying* therefore yearly, and every Year during the ſaid Term, unto the ſaid Lord *A.* his Heirs and Aſſigns, the yearly Rent or Sum of 100*l.* of, *&c.* at the two moſt uſual Feaſts or Days of Payment in the Year; (that is to ſay) the Feaſt of St. *Michael* the Archangel, and the Annunciation of the Bleſſed Virgin *Mary*, by even and equal Portions, the firſt Payment thereof to begin and to be made at

the ſaid Feaſt of St. *Michael* the Archangel next enſuing the Date of theſe Preſents. *And* if it ſhall happen the ſaid yearly Rent of 100 *l.* to be behind and unpaid, in Part, or in the Whole, by the Space of 28 Days next after either of the ſaid Feaſt Days, on which the ſame ought to be paid as aforeſaid, being lawfully demanded and not paid, and no ſufficient Diſtreſs or Diſtreſſes in or upon the ſaid Premiſſes, may or can be found, whereby the ſame may be levied, that then and from thenceforth it ſhall and may be lawful to and for the ſaid Lord *A*, his Heirs and Aſſigns, into the before demiſed Premiſſes, and into every Part and Parcel thereof, with the Appurtenances, wholly or into any Part thereof, in the Name of the Whole, to re-enter, and the ſame to have again, repoſſeſs and enjoy, as in his or their former Right and Eſtate; and the ſaid *P. S.* his Executors, Adminiſtrators and Aſſigns, and every of them from and out of the ſame, from thenceforth utterly to expel, amove and put out, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *P. S.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and grant to and with the ſaid Lord *A.* his Heirs and Aſſigns, by theſe Preſents, that he the ſaid *P. S.* his Executors, Adminiſtrators or Aſſigns, or ſome or one of them, ſhall and will from Time to Time, and at all Times, during the ſaid Term of 21 Years hereby granted, well and truly pay or cauſe to be paid unto the ſaid Lord *A.* his Heirs and Aſſigns, the ſaid yearly Rent or Sum of 100 *l.* herein before reſerved, at the Days and Times before limited and appointed for the Payment thereof, according to the true Intent and Meaning of theſe Preſents. *And* the ſaid Lord *A.*

for himſelf, his Heirs and Aſſigns, doth covenant, promiſe and grant to and with the ſaid *P. S.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That the ſaid Lord *A.* his Heirs and Aſſigns, ſhall and will from Time to Time, and at all Times, during the ſaid Term hereby granted, pay, bear and diſcharge or deduct and allow unto the ſaid *P. S.* his Executors, Adminiſtrators or Aſſigns, out of the Rent herein before reſerved, *All* and all manner of Duties, Payments and Taxations whatſoever, as well ordinary as extraordinary, which by Reaſon of any Act of Parliament or otherwiſe howſoever, ſhall be legally iſſuing, charged or payable out, of or in Reſpect of the ſaid Premiſſes, or any Part thereof. *And alſo*, that it ſhall and may be lawful to and for the ſaid *P. S.* his Executors, Adminiſtrators and Aſſigns, (for and under the Rent and Covenants herein reſerved and contained) peaceably and quietly to have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Rectory or Parſonage, and all other the Premiſſes hereby demiſed, and every Part and Parcel thereof, with the Appurtenances, for and during the ſaid Term of 21 Years hereby granted, without the lawful Let, Trouble, Interruption, Hindrance or Denial of the ſaid Lord *A.* his Heirs or Aſſigns, or of any other Perſon or Perſons whatſoever, lawfully claiming, or to claim, by, from or under him, them or any of them; (Proviſo that *P. S.* may leave the Premiſſes at the End of ſeven Years, on giving Notice.) *In Witneſs*, &c.

A Leaſe from a Biſhop of Church Lands.

THis *Indenture* made, *&c. Between* the Right Reverend Father in God *G.* by Divine

Providence Lord Bishop of, &c. of the one Part, and *T. B.* of, &c. of the other Part; *Witnesseth*, that the said Reverend Father, for and in Consideration of a competent Sum of Money to him in Hand paid by the said *T. B.* the Receipt whereof the said Reverend Father doth hereby confess and acknowledge; and for divers other good Causes and Considerations him the said Reverend Father in this Behalf especially moving, he the said Reverend Father, *hath* demised, granted, and to Farm letten, and by these Presents doth demise, &c. unto the said *T. B. All* that Messuage and Tenement, &c. *Excepting*, and always reserving out of this present Demise and Grant unto the said Reverend Father, his Successors and Assigns, *all* Timber Trees, and Trees likely to be Timber, now standing, growing or being, or which at any Time during the Term hereby granted, shall stand, grow, or be in or upon the said demised Premisses, or any Part thereof; *To have and to hold*, the said Messuage and Tenement, and all and singular other the Premisses hereby demised, and every Part and Parcel thereof, with the Appurtenances (except before excepted) unto the said *T. B.* his Executors, Administrators and Assigns, for and during the Term of 21 Years next and immediately ensuing and following, fully to be compleat and ended: *Yielding* and paying therefore yearly, during the said Term, unto the said Reverend Father, and his Successors, at or in the Mansion-house of the said Reverend Father, situate and being in, &c. known by the Name of the Bishop's Palace, there the yearly Rent of 20 *l.* of, &c. at two of the most usual Feasts or Terms in the Year; (that is to say) the Feast of the Annunciation of the Blessed Virgin *Mary*, and St. *Michael* the Archangel, by

even

even and equal Portions. *Provided* always, and the ſaid *T. B.* for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid Reverend Father, and his Succeſſors, that if the ſaid yearly Rent of 20 *l.* or any Part thereof ſhall be behind and unpaid in part or in all, at or after either of the Feaſts aforeſaid, in which it ought to be paid by the Space of forty Days, that then and from thenceforth it ſhall and may be lawful to and for the ſaid Reverend Father, his Succeſſors and Aſſigns, into the ſaid demiſed Premiſſes, and into every or any Part thereof, to enter and diſtrain, and the Diſtreſs and Diſtreſſes there taken, to lead, drive, carry away and impound, and the ſame to detain and keep until the ſaid Rent, and every Part thereof, with the Arrears (if any there be) unto the ſaid Reverend Father, and his Succeſſors, and every of them, ſhall be fully ſatisfied, contented and paid. *And* the ſaid Reverend Father, for himſelf, and his Succeſſors, doth covenant, promiſe and grant to and with the ſaid *T. B.* his Executors and Aſſigns, that he the ſaid *T. B.* his Executors, Adminiſtrators and Aſſigns, during the Continuance of this preſent Leaſe, ſhall and may peaceably and quietly have, hold and enjoy the ſaid demiſed Premiſſes, and every Part thereof, with the Appurtenances (except before excepted) without the Let, Diſturbance or Eviction of the ſaid Reverend Father, his Succeſſors or Aſſigns, or of any other Perſon or Perſons whatſoever, by his or their Means or Procurement. *In Witneſs*, &c.

A Leaſe of Lands in Truſt for the Payment of Debts.

THIS *Indenture* made, *&c. Between* Sir *J. R.* of, *&c.* Knt. of the one Part, and *A. B.* of,

of, &c. and *E. D.* of, &c. of the other Part; *Witneſſeth*, that the ſaid Sir *J. R.* for a Proviſion for Payment of the Debts by him now owing, and for and in Conſideration of the Sum of 5 *s.* to him in Hand paid by the ſaid *A. B.* and *E. D.* *Hath* demiſed, granted, and to Farm letten, and by theſe Preſents doth demiſe, &c. unto the ſaid *A. B.* and *E. D.* their Executors, Adminiſtrators and Aſſigns *all* that the Manor of, &c. and, &c. *To have and to hold* the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes above mentioned, with their Appurtenances, unto the ſaid *A. B.* and *E. D.* their Executors, Adminiſtrators and Aſſigns, from the Day of the Date of theſe Preſents, for and during the Term of 31 Years, from thenceforth next enſuing, and fully to be compleat and ended: *Upon* ſpecial Truſt and Confidence nevertheleſs, and to the Intent and Purpoſe that they the ſaid *A. B.* and *E. D.* their Executors Adminiſtrators and Aſſigns, ſhall, by, with and out of the Rents, Iſſues and Profits of the ſaid Premiſſes, pay and ſatisfy all the Debts of the ſaid Sir *J. R.* which he now doth owe to any Perſon or Perſons whatſoever, with uſual Intereſt for all the ſaid Debts reſpectively 'till the Time of Payment thereof. *And* upon the ſpecial Truſt and Confidence alſo; and to the Intent and Purpoſe, that after all the ſaid Debts ſhall be fully paid and ſatisfied, they the ſaid *A. B.* and *E. D.* their Executors, Adminiſtrators and Aſſigns, ſhall give up and ſurrender the ſaid Manor, &c. hereby demiſed or mentioned to be demiſed unto ſuch Perſon or Perſons who ſhall have the next and immediate Eſtate therein, capable to accept of a Surrender, to the Intent that the ſame Term may be drowned and extinguiſhed.

And

And alſo ſhall pay all ſuch Over-plus of Monies (if any ſhall be) as ſhall then remain in their Hands of the Monies by them levied and received out of the Rents, Iſſues and Profits of the ſaid Manor, Lands and Premiſſes unto the ſaid Sir *J. R.* his Heirs or Aſſigns. *In Witneſs*, &c.

A Leaſe of this Nature may be made in Truſt, to pay Childrens Portions, *&c.*

A Leaſe made as a Security to the Leſſee againſt a Bond by him entred into with the Leſſor for Payment of an Annuity.

THis *Indenture* made, *&c. Between J. S.* of, *&c.* of the one Part, and *R. D.* of, *&c.* of the other Part; *Whereas* the ſaid *J. S.* by Vertue of divers Conveyances and Aſſurances in the Law is, and ſtandeth lawfully poſſeſſed of and intereſſed in the Meſſuage, *&c.* hereinafter mentioned, for the Remainder of a certain Term of, *&c. And whereas* the ſaid *R. D.* at the ſpecial Inſtance and Requeſt, and for the only Debt, Duty and Cauſe of the ſaid *J. S.* together with him, is by one Obligation, bearing Date, *&c.* held and firmly bound unto *F. G.* of, *&c.* in the penal Sum of, *&c.* with Condition thereunder written to the Effect following; (that is to ſay) that if, *&c.* [*Here recite at large the Condition for Payment of the Annuity to* F. G,] then the ſaid recited Obligation, and the Condition thereof (Relation being thereunto had) more at large may appear. *Now this Indenture witneſſeth*, that for the ſecuring, indemnifying and ſaving harmleſs the ſaid *R. D.* his Heirs, Executors and Adminiſtrators, and his and their Lands, Tenements, Goods and Chattels of and from all Coſts, Damages,

mages, Expences and Loss that shall or may happen unto him or them, for or by Reason or Means of his entring into the said recited Obligation aforesaid; and for and in Consideration of the Sum of 5 *l.* &c. to the said *J. S.* in Hand paid by the said *R. D.* the Receipt whereof is hereby acknowledged, he the said *J. S. hath* demised, granted, bargained, sold, let and to Farm letten, and by these Presents doth demise, &c. *all* that Messuage, &c. *To have and to hold*, the said Messuage and Tenement, and all and singular other the Premisses, with the Appurtenances, unto the said *R. D.* his Executors, Administrators and Assigns, from the Day of the Date hereof, for and during the Term of 79 Years, from thence next ensuing, and fully to be compleat and ended, if, &c. or any or either of them shall happen so long to live; *Yielding and paying* therefore yearly, during the said Term unto the said *J. S.* his Executors, Administrators and Assigns, the Rent or Sum of One Penny on the Feast of, &c. (if demanded:) *Provided* always, and upon Condition nevertheless, that if the said *J. S.* his Heirs, Executors and Administrators and Assigns, or any of them, shall well and truly acquit, discharge, save harmless and indemnify the said *R. D.* his Heirs, Executors and Administrators, and every of them against the said *F. G.* his Executors, Administrators and Assigns, of, from and in respect of the above-recited Obligation, so entred into as aforesaid; and of and from all and all manner of Sums of Money, Debts, Penalties and Forfeitures, contained in the same; or that shall or may in any wise be or arise against the said *R. D.* his Heirs, Executors or Administrators, or against his or their Lands, Tenements, Goods or Chattels, or any or either of them, for or by Reason of the said

ſaid Security or Bond, ſo entred into by him as aforeſaid, that then this preſent Indenture, and the Eſtate and Term hereby granted, and every Thing herein contained ſhall ceaſe, determine, and be void to all Intents and Purpoſes, any thing herein contained to the contrary thereof, in any wiſe notwithſtanding. *And* the ſaid *J. S.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and grant to and with the ſaid *R. D.* his Heirs, Executors and Adminiſtrators, by theſe Preſents, that he the ſaid *J. S.* his Heirs, Executors and Adminiſtrators, or ſome of them, ſhall and will well and truly acquit, diſcharge, ſave harmleſs and indemnify the ſaid *R. D.* his Heirs, Executors and Adminiſtrators, and every of them againſt the ſaid *F. G.* his Executors, Adminiſtrators and Aſſigns of, from and in reſpect of the ſaid Obligation or Bond ſo entred into as aforeſaid; and of and from all and all Manner of Sums of Money, Debts, Penalties and Forfeitures, contained in the ſame; or that ſhall or may in any wiſe be or ariſe againſt the ſaid *R. D.* his Heirs, Executors or Adminiſtrators, or againſt his or their Lands, Tenements, Goods or Chattels, or any or either of them, for or by Reaſon of the ſaid Security or Bond ſo entred into by him as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And* the ſaid *J. S.* for himſelf, his Heirs, Executors and Adminiſtrators, doth further covenant, promiſe and grant to and with the ſaid *R. D.* his Executors and Adminiſtrators in manner following; (that is to ſay) that if the ſaid *R. D.* his Heirs, Executors or Adminiſtrators, or any or either of them ſhall be ſued or moleſted upon or by Reaſon of the ſaid recited Bond, ſo by him entred into as aforeſaid, then the ſaid *R. D.* his Execu-

Executors, Adminiſtrators and Aſſigns, or any of them, ſhall and may at all Times, after ſuch Suit, and Moleſtation, lawfully peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuage, Tenement and Premiſſes, hereby demiſed, and every Part thereof, with the Appurtenances, and receive and take the Rents, Iſſues and Profits of the ſame, to his and their own Uſe and Uſes, during the Term aforeſaid, without the Let, Suit, Trouble, Denial, Interruption or Diſturbance of the ſaid *J. S.* or of any other Perſon or Perſons whatſoever. *And that* free and clear of and from all former and other Leaſes, Gifts, Grants, Rents, Arrearages of Rents, Judgments, Executions, Recognizances, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever. *And alſo*, that if the ſaid *R. D.* his Heirs, Executors or Adminiſtrators, ſhall be ſued or moleſted upon or by Reaſon of the ſaid recited Bond by him entred into as aforeſaid, then the ſaid *J. S.* and all and every other Perſon or Perſons whatſoever, having or claiming, or that ſhall or may have or claim the ſaid Premiſſes, or any Part thereof, or any Eſtate or Intereſt therein or thereunto, ſhall and will from Time to Time, and at all Times, after ſuch Suit or Moleſtation, at and upon the Requeſt of the ſaid *R. D.* his Heirs, Executors or Adminiſtrators, and at the Coſts and Charges in the Law of the ſaid *J. S.* his Executors, Adminiſtrators or Aſſigns, make do and execute, or cauſe and procure to be made, *&c.* all and every ſuch further and other lawful and reaſonable Act and Acts, Deed and Deeds, Conveyances and Aſſurances in the Law whatſoever, for the further, better and more perfect and abſolute granting and aſſuring of all and ſingular the ſaid Meſ-

Meſſuage, *&c.* with the Appurtenances, clear of all Equity of Redemption, unto the ſaid *R. D.* his Executors, Adminiſtrators and Aſſigns, as by him the ſaid *R. D.* his Heirs, Executors, Adminiſtrators or Aſſigns, or his or their Council Learned in the Law, ſhall be reaſonably deviſed, adviſed and required. *And laſtly*, it is hereby covenanted, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents, that (until ſuch Time as the ſaid *R. D.* his Heirs, Executors or Adminiſtrators, ſhall be ſued or moleſted upon or by Reaſon of the ſaid recited Bond by him entred into as aforeſaid) it ſhall and may be lawful to and for the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, peaceably and quietly to have, hold and enjoy all and ſingular the ſaid Meſſuage, *&c.* with the Appurtenances, and to receive and take the Rents, Iſſues and Profits thereof to his and their own Uſes and Benefit, any Thing herein contained to the contrary notwithſtanding. *In Witneſs*, &c.

For Chattle Leaſes and Freehold Leaſes for Lives, *&c.* I refer you to my *Compleat Court-Keeper.*

Settle-

Settlements of Leaſes and Perſonal Eſtates, and alſo of Annuities, Monies in Funds, &c.

Articles of Marriage to place the Wives Fortune out at Intereſt, &c. in Lieu of a Settlement, &c.

Articles of Agreement Tripartite indented, had made, concluded and agreed upon this, &c. Between B. N. *of,* &c. *of the firſt Part,* N. M. *of,* &c. *of the ſecond Part, and* A. G. *of,* &c. *and* E. G. *of, &c. of the third Part.*

IN *primis*, Whereas there is a Marriage intended (by God's Permiſſion) ſhortly to be had and ſolemnized between the ſaid B. N. and B. M. Spinſter, Daughter of the ſaid N. M. with whom the ſaid B. N. is to have and receive the Sum of 800 *l.* as and for a Marriage Portion: *But* foraſmuch as the ſaid B. N. is not as yet ſeized or poſſeſſed of any real Eſtate, whereby to make the ſaid B. a competent Jointure and Settlement, equivalent to her Fortune: *It* is therefore covenanted, agreed and declared by and between the ſaid Parties to theſe Preſents, in Manner and Form following, (*viz.*)

1*ſt*. The ſaid N. M. for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid B. N. his Executors and Adminiſtrators, that he the ſaid N. M. his Executors or Adminiſtrators, ſhall and will within three Months next after the Solemnization of the ſaid intended Marriage between the ſaid B. and B. M. pay and depoſite into the Hands of

of the ſaid A. G. and E. G. the Sum of 800*l.* being the full Portion hereby agreed to be given in Marriage with her, which ſaid Sum of 800*l.* is hereby agreed by and between the ſaid Parties, ſhall and ought from Time to Time to be put out at Intereſt on the beſt Security or Securities that can be gotten; therefore in the Name of the ſaid A. G. and E. G. by and with the Conſent and Approbation of the ſaid B. N. and the Intereſt thereof ſhall and ought from Time to Time to be paid to and received by the ſaid B. N. during his Life; and after his Death by the ſaid B. during her Life; and after the Deceaſes of them the ſaid B. N. and B. his intended Wife, then the ſaid Sum of 800*l.* ſhall and ought to be paid to and amongſt ſuch Child or Children of the ſaid B. by the ſaid B. N. her intended Husband, to be begotten by ſuch Proportions, and in ſuch Manner and Form as they the ſaid B. N. and B. his intended Wife, or the Survivor of them, ſhall by any Deed or Deeds, Writing or Writings, by them or the Survivor of them, to be ſealed and executed in the Preſence of two or more credible Witneſſes, direct and appoint; and for Default of ſuch Direction and Appointment, then to be equally divided amongſt all and every ſuch Child or Children, Share and Share alike. *And* if there ſhall happen to be no ſuch Child or Children of the ſaid B. by the ſaid B. N. to be begotten, then the Sum of 300*l.* Part of the ſaid Sum of 800*l.* ſhall and ought to be paid to the ſaid N. M. his Executors and Adminiſtrators, and the remaining 500*l.* to the ſaid B. N. his Executors and Adminiſtrators.

2*dly*. Item, *Provided* always, and it is hereby further agreed and declared by and between the ſaid Parties to theſe Preſents, That in Caſe the ſaid

ſaid B. N. ſhall at any Time during his natural Life, be minded and deſirous to call in the ſaid 800 *l.* or any Part thereof, and to inveſt the ſame in his Trade, or to lay out the ſame in a Purchaſe of any Lands, Tenements or Hereditaments; and ſhall procure the Conſent of the ſaid B. his intended Wife, and of the ſaid N. M. her Father, during their joint Lives, or of the Survivor of them, after the Death of either of them, for ſo doing to be declared in Writing under both their Hands and Seals, during their joint Lives, or under the Hand and Seal of the Survivor of them, after the Death of one of them, that then and in ſuch Caſe it ſhall and may be lawful to and for the ſaid N. M. A. G. and E. G. and the Survivors of them, and the Executors and Adminiſtrators of ſuch Survivor, to call in the ſaid 800 *l.* and to pay the ſame to the ſaid B. N. who may either inveſt the ſame in the Trade which he the ſaid B. N. now doth or ſhall uſe, or to lay out the ſame in the Purchaſe of any Lands, Tenements or Hereditaments to be ſettled on the ſaid B. and the Iſſue of her Body, by the ſaid B. N. to be begotten, as by the Purport of ſuch Writing, ſo to be ſealed and executed as aforeſaid, ſhall be declared, agreed and directed concerning the ſame.

3*dly*. *Item*, It is hereby further covenanted, agreed and declared by and between the ſaid Parties to theſe Preſents, That the ſaid A. G. and E. G. their Executors or Adminiſtrators, ſhall not be chargeable with, or liable to make good any bad Debt or Debts that ſhall or may happen by any inſufficient Security or Securities. *And* further, that each of them ſhall be accountable for no more than what ſhall actually come to each of their Hands reſpectively, and not for the Receipts

Receipts of each other. *And* that it ſhall and may be lawful to and for the ſaid A. G. and E. G. their Executors and Adminiſtrators to have, take and receive out of the Premiſſes ſufficient Moneys to re-imburſe themſelves all Coſts. Damages and Expences which they or either of them ſhall expend, ſuſtain or be put unto in Relation to the Truſt hereby in them repoſed.

4*thly*. *Item*, The ſaid B. N. in Conſideration of the ſaid intended Marriage and Marriage Portion, doth for himſelf, his Heirs, Executors and Adminiſtrators, covenant and grant to and with the ſaid N. M. his Heirs, Executors and Adminiſtrators, that he the ſaid B. N. (in Caſe the ſaid intended Marriage ſhall take Effect) ſhall and will either in his Life-time, with the Approbation of the ſaid N. M. and the ſaid Truſtees or the Survivor of them, lay out the Sum of 1000 *l*. in a Purchaſe of Lands, Tenements or Hereditaments, in Fee-Simple, in the County of, *&c*. and ſettle the ſame as the Council of the ſaid N. M. and the ſaid Truſtees or the Survivor of them, ſhall adviſe in ſuch Manner as the ſame may be held and enjoyed by the ſaid B. N. and his Aſſigns, for and during the Term of his natural Life, without Impeachment of Waſt, and after his Deceaſe by the ſaid B. his intended Wife and her Aſſigns, for and during the Term of her natural Life: And after both their Deceaſes by the Iſſues of their Bodies between them to be begotten by ſuch Proportions, and in ſuch Manner and Form, as they the ſaid B. N. and B. his intended Wife, or the Survivor of them, ſhall by any Deed or Deeds, Writing or Writings by them or the Survivor of them, to be ſealed and executed in the Preſence of two or more credible Witneſſes, direct or appoint: And in Default of ma-

king such Appointment, then by the Heirs of the said B. by the said B. N. to be begotten in such Manner as it shall not be in the Power of the said B. N. to defeat such Issue of the same; and in Default of such Issue, then by the right Heirs of the said B. N. for ever. *Or* in Case the said B. N. shall fail in making such Purchase and Settlement as aforesaid, then that he the said B. N. shall and will leave at his Death the Sum of 1000 *l.* or the full Value thereof in Money, Goods and Chattels to the said A. G. and E. G. and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, to be by them applied and disposed in such Manner as the Profits thereof shall and may be enjoyed, received and taken by the said B. during her Life, and after her Death by such Child and Children of her Body, by the said B. N. begotten, and in such manner as the said B. N. and B. and the Survivor of them, by any Writing or Writings under both their Hands and Seals in their Life-time, or the Survivor of them, after the Death of either of them, under his or her Hand and Seal shall direct and appoint: And in Default of such Direction and Appointment, by all and every their Child and Children equally Share and Share alike; and in Default of any such Child or Children, by the Executors and Administrators of the said B. N. *In Witness, &c.*

A

A Covenant to pay a large Sum of Money at an Additional Settlement.

THis *Indenture* Tripartite, made, *&c. Between* W. A. of, *&c.* of the firſt Part; B. A. of, *&c.* L. A. of, *&c.* and A. A. of, *&c.* of the ſecond Part: and J. A. ſingle Woman, Daughter of the ſaid B. of the third Part. *Whereas* there is a Marriage intended (by God's Permiſſion) ſhortly to be had and ſolemnized between the ſaid W. A. and J. A. with whom the ſaid W. A. is to have and receive the Sum of 6000*l.* as a Marriage Portion. *And whereas* in and by certain Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day before the Date hereof, and the Releaſe bearing even Date herewith, and made between the ſame Perſons as are Parties hereto; he the ſaid W. A. in Conſideration of the ſaid Marriage and Marriage Portion, and for making a Jointure and Proviſion for the ſaid J. in caſe the ſaid Marriage ſhould take Effect, and other Conſiderations therein mentioned; *hath* conveyed, ſettled and aſſured, *all* that Capital Meſſuage, *&c. And alſo* all, *&c.* ſituate, *&c.* with their and every of their Appurtenances, to the ſeveral Uſes, Intents and Purpoſes therein and herein after mentioned; (that is to ſay) *To the* Uſe and Behoof of, *&c.* [*Here ſet forth at large, the Uſes to* W. A. *for Life, Remainder to* B. *for Life in Part of her Jointure, Remainder to their Heirs Males, Remainder to the right Heirs of* W. A. *with a Term of* 500 *Years to raiſe Daughters Portions.*] And with and under ſuch other Proviſoes as in the ſaid recited Indenture of Releaſe is contained, as in and by the ſaid recited Indentures of Leaſe and Releaſe may more

fully appear. *And whereas* the Lands above-mentioned to be ſettled in and by the ſaid recited Indentures, are not only inſufficient in Value for the Jointure of the ſaid J. but alſo inſufficient for raiſing the Portions thereby intended for the Daughters of their Bodies begotten (in caſe there ſhould be any). *This Indenture therefore witneſſeth*, That the ſaid W. A. in Conſideration of the ſaid Marriage and Marriage Portion above-mentioned, and for compleating and making good the Deficiency of the ſaid Settlement, *Hath* covenanted and granted, and by theſe Preſents doth, for himſelf, his Heirs, Executors and Adminiſtrators, covenant and grant to and with the ſaid B. A. E. A. and A. A. their Heirs, Executors, Adminiſtrators and Aſſigns, That in caſe the ſaid intended Marriage take Effect, and the ſaid J. ſhall happen to ſurvive the ſaid W. A. or ſhall die in his Life-time, leaving any Iſſue of her Body by him begotten, that then and in ſuch Caſe the Heirs, Executors or Adminiſtrators of him the ſaid W. A. ſhall and will within three Months after his Deceaſe well and truly pay, or cauſe to be paid unto the ſaid B. A. E. A. and A. A. or to the Survivors or Survivor of them, or to the Executors or Adminiſtrators of ſuch Survivor, the Sum of 2000 *l.* to be by them (with all convenient Speed) laid out in purchaſing ſome Meſſuages, Lands or Hereditaments in Fee-Simple in the County of, *&c.* with the Approbation and good Liking of the ſaid J. if living, otherwiſe as they ſhall think fit. Which Lands or Hereditaments, when purchaſed, ſhall and ought to be ſettled and aſſured, and are hereby agreed to be ſettled and aſſured, by the Advice of good Councel, to the ſeveral Uſes, Intents and Purpoſes following; (that is to ſay.)

In

in caſe the ſaid J. ſhall be then living, *To the* Uſe and Behoof of the ſaid J. and her Aſſigns, during the Term of her natural Life: And after her Deceaſe or otherwiſe, in caſe ſhe ſhall be then dead, then immediately *To the* Uſe and Behoof of the Heirs Male of the Body of her the ſaid J. by the ſaid W. A. begotten; and for want of ſuch Iſſue, *To the* Uſe and Behoof of the ſaid B. A. E. A. and A. A. their Executors and Adminiſtrators, for the Term of 500 Years; but ſuch Term is to be defeaſible on Payment of ſuch Portions and Maintenance to the Daughter or Daughters of the ſaid W. A. on the ſaid J. begotten, as by the ſaid recited Indenture of Releaſe is or are intended for them: And after the Expiration or other ſooner Determination of the ſaid Term, *To the* Uſe and Behoof of the right Heirs of the ſaid W. A. for ever. *Provided* always, and it is hereby agreed and declared by and between the ſaid Parties to theſe Preſents, That if it ſhall happen that the ſaid J. ſhall ſurvive the ſaid W. A. and ſhall be minded and deſirous to relinquiſh the Settlement above recited, and likewiſe the Proviſion hereby made for her, and to take ſuch Share of the ſaid W. A.'s Eſtate, as ſhe can or may be entitled unto by the Cuſtom of the City of *London*; and of ſuch her Mind and Deſire ſhall give Notice in Writing, under her Hand and Seal, to the Heirs, Executors or Adminiſtrators of the ſaid W. A. within ſix Months after his Deceaſe, and within the Time aforeſaid, ſhall actually ſurrender her ſaid Eſtate for Life in the Premiſſes aforeſaid, and likewiſe the further Proviſion hereby made and intended for her Benefit: That then, and in ſuch Caſe, it ſhall and may be lawful for her the ſaid J. to demand, receive, take and enjoy ſuch Part and

Share of the ſaid W. A.'s perſonal Eſtate as a Freeman's Wife of the City of *London* can or may be entitled unto, or ought to have or enjoy by the Cuſtom of the ſaid City; any Thing in theſe Preſents, or in the ſaid recited Indenture contained to the contrary notwithſtanding. *In Witneſs*, &c.

A Settlement of a Leaſehold Eſtate held for Ninety-nine Years, with Power of Limitation, &c.

THis *Indenture* made, *&c. Between* J. B. of, *&c.* of the one Part; and J. S. of, *&c.* Sir J. S. of, *&c.* G. C. of, *&c.* and *H. B.* of, *&c.* of the other Part. *Whereas* the Right Honourable J. Earl of S. by his Indenture of Leaſe bearing Date, *&c.* for the Conſiderations therein mentioned, *Hath* demiſed and granted unto the ſaid J. B. his Executors, Adminiſtrators and Aſſigns, *All* that Meſſuage, *&c. To hold* from the Day of the Date of this Indenture, for and during, and unto the full End and Term of 99 Years, if, *&c.* or any or either of them ſhall ſo long live, at and under the yearly Rent of, *&c.* as in and by the ſaid Indenture more fully and at large doth appear. *Now this Indenture witneſſeth*, That the ſaid J. B. for and in Conſideration of a Marriage intended to be had and ſolemnized between the ſaid J. B. and the ſaid J. S. and in Conſideration of the Sum of, *&c.* being the Marriage Portion of the ſaid J. S. and for making a competent Jointure unto the ſaid J. S. (in caſe the ſaid intended Marriage ſhall take Effect, and ſhe ſhall happen to ſurvive the ſaid J. B.) and in Recompence and Diſcharge of all ſuch Dower, and Title of Dower, as ſhe may hereafter have or claim of, in, or out of any the Lands, Tene-

ments

ments and Hereditaments, whereof the ſaid J. B. now is, or ſhall or may be ſeized at any Time during the Coverture between them: And for divers other good Cauſes and Conſiderations him thereunto moving, *He* the ſaid J. B. by the Conſent and Direction of the ſaid J. S. teſtified by her being made a Party to, and ſigning and ſealing of theſe Preſents, *Hath* granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth grant, *&c.* unto the ſaid Sir J. S. G. C. and H. B. *All* that the Meſſuage, *&c.* above-mentioned and contained in the ſaid recited Indenture of Leaſe, with the Appurtenances, together with the ſaid recited Indenture of Leaſe; *To have and to hold* the ſaid Meſſuage, Tenement, and all other the Premiſſes, with the Appurtenances, unto the ſaid Sir J. S. G. C. and H. B. their Executors and Adminiſtrators, for and during all the Reſidue and Remainder of the ſaid Term of 99 Years above-recited, which is yet to come and unexpired, determinable as aforeſaid, *At* and under the yearly Rents, Exceptions, Covenants and Conditions in the ſaid recited Indenture of Leaſe mentioned and contained, *Upon* the Truſts, and to the ſeveral Uſes, Intents and Purpoſes hereafter mentioned and declared; (that is to ſay) That they the ſaid Sir J. S. G. C. and H. B. and the Survivors and Survivor of them, their Executors and Adminiſtrators, ſhall and will permit and ſuffer the ſaid J. B. and his Aſſigns, to have, hold, poſſeſs and enjoy the ſaid Meſſuage, Tenements and Premiſſes, with the Appurtenances, and receive the Rents, Iſſues and Profits thereof, to his and their own Uſe and Benefit, for and during ſo many Years of the ſaid Term of 99 Years as he ſhall happen to live. *And* alſo from and immediately after the Death of the

ſaid J. B. (in caſe the ſaid intended Marriage takes Effect) ſhall and will permit and ſuffer the ſaid J. S. and her Aſſigns to have, hold, poſſeſs and enjoy the ſaid Meſſuage, Tenement and Premiſſes above-mentioned, with the Appurtenances, and receive the Rents, Iſſues and Profits thereof, to her and their own Uſe and Behoof, for and during ſo many Years of the ſaid Term of 99 Years as ſhe ſhall happen to live. *And* alſo from and after the Death of the ſaid J. B. and J. S. ſhall and will permit and ſuffer ſuch Perſon and Perſons to whom the ſaid J. B. ſhall by his laſt Will and Teſtament, or by any Deed or Writing under his Hand and Seal, give, deviſe, limit or appoint the ſaid Premiſſes; or in Default of ſuch Appointment, ſhall and will permit and ſuffer the Executors or Adminiſtrators of the ſaid J. B. to have, hold, poſſeſs and enjoy the ſaid Meſſuage, Tenement and Premiſſes, with the Appurtenances, for and during all the reſt, Reſidue and Remainder of the ſaid Term of 99 Years which ſhall be then to come and unexpired, and to and for none other Uſe, Intent or Purpoſe whatſoever. *And* the ſaid J. B. for himſelf, his Heirs, Executors and Adminiſtrators, *doth* covenant, promiſe and grant to and with the ſaid Sir J. S. G. C. and H. B. their Executors and Adminiſtrators, That they the ſaid J. S. G. C. and H. B. their Executors, Adminiſtrators and Aſſigns, ſhall and may, during the ſaid Term, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy, all and ſingular the Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, to the ſeveral Uſes, Intents and Purpoſes aforeſaid, without the Let, Suit, Trouble or Denial of the ſaid J. B. his Heirs, Executors or Adminiſtrators, or any other Perſon or Perſons what-

whatſoever: *And* that free and clear, and freely and clearly acquitted and diſcharged of and from all other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever had, made, committed, done or ſuffered by him the ſaid J. B. or by any other Perſon or Perſons lawfully claiming by, from or under him. *In Witneſs*, &c.

An Aſſignment of Lands, and Grant of Goods, in Conſideration of a Marriage made by the intended Wife to Truſtees, to the end ſhe may after Marriage diſpoſe thereof as ſhe ſhall think fit.

THIS *Indenture* Tripartite, made. *&c. Between* M. C. of, *&c.* of the firſt Part; T. S. of, *&c.* and T. D. of, *&c.* of the ſecond Part; and R. R. of, *&c.* of the third Part. *Whereas*, &c. [*Here recite the Leaſe.*] *And whereas* there is a Marriage, by the Grace of God, intended ſhortly to be had and ſolemnized between the ſaid M. C. and the ſaid R. R. *And whereas* it is agreed between the ſaid R. R. and M. C. That if the ſaid Marriage ſhall take Effect, that then the ſaid R. R. and M. C. ſhall, during their joint Lives, hold and enjoy the ſaid Premiſſes, and receive the Profits thereof; and that it ſhall be lawful for the ſaid M. in her Life-time, as well after the ſaid intended Marriage as before the ſame, in any Deed or Deeds, or by her Will in Writing in the Preſence of two competent Witneſſes or more, to diſpoſe of the ſaid Premiſſes, or any Part thereof, to any Perſon or Perſons whatſoever, to commence from the Death of the ſaid M. for the Remainder of the ſaid Term which ſhall be then to come and unexpired, or for any Part thereof: And that it ſhall and may be lawful to and for the ſaid M. at any Time during her

her natural Life, as well after the ſaid intended Marriage as before the ſame, to diſpoſe of all and ſingular the Goods, Chattels and Houſhold-ſtuff mentioned in the Schedule or Inventory hereunto annexed, at her Will and Pleaſure. *Now this Indenture witneſſeth*, That the ſaid M. C. by and with the Conſent of the ſaid R. R. (ſignified by his being made a Party to, and ſigning and ſealing of theſe Preſents) to the end the Agreement above recited to be made on the Contract of the ſaid intended Marriage may be the better performed. And in Conſideration alſo of the Truſts and Confidence which the ſaid M. hath and doth repoſe in the ſaid T. S. and T. D. their Executors and Adminiſtrarors, that they will ſuffer the ſaid Premiſſes above recited during the Remainder of the ſaid Term, to remain and be according to the Agreement aforeſaid. *And* the ſaid M. C. in Conſideration alſo of the Sum of 5 *s.* of, *&c.* to her in Hand paid by the ſaid T. S. and T. D. the Receipt whereof is hereby acknowledged; and for divers other good Cauſes and Conſiderations the ſaid M. C. in this Behalf eſpecially moving, *Hath* granted, bargained and ſold, aſſigned and ſet over, and by theſe Preſents doth grant, *&c.* unto the ſaid T. S. and T. D. *all* and ſingular the ſaid Meſſuage, Lands, Tenements, Hereditaments and Premiſſes above recited, and every Part and Parcel thereof, with the Appurtenances, together with the ſaid recited Indenture, and alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever of her the ſaid M. C. of, in and to all and ſingular the ſaid Premiſſes above-mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances, (except as in and by the ſaid Indenture is mentioned to be excepted)

cepted) *To have and to hold* all and ſingular the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever of her the ſaid M. C. of, in and to all and ſingular the ſaid Premiſſes above recited, and of, in and to every Part and Parcel thereof, with the Appurtenances, (except as is before mentioned to be excepted) unto the ſaid T. S. and T. D. their Executors, Adminiſtrators and Aſſigns, for and during all the reſt and Reſidue of the ſaid Term above recited, which is yet to come and unexpired. *And* the ſaid M. C. for the Conſiderations aforeſaid, *Hath* granted, bargained and ſold, and by theſe Preſents doth grant, *&c.* unto the ſaid T. S. and T. D. *all* and ſingular the Goods, Chattels and Houſhold-ſtuff mentioned in the Schedule or Inventory hereto annexed; *To have and to hold* the ſaid Goods, Chattels and Houſhold-ſtuff, unto the ſaid T. S. and T. D. their Executors and Aſſigns, from henceforth for ever: *Nevertheleſs* upon this eſpecial Truſt and Confidence, That the ſaid T. S. and T. D. and the Survivor of them, and the Executors and Adminiſtrators of the ſame Survivor, ſhall and will at all Times from henceforth, until the ſaid intended Marriage between the ſaid R. R. and the ſaid M. C. ſhall happen to be ſolemnized, permit and ſuffer the ſaid M. C. her Executors and Aſſigns, *To hold*, uſe and enjoy the ſaid Premiſſes, Goods, Chattels and Houſhold-ſtuff, and to receive the Profits thereof to her and their own proper Uſe and Benefit. *And* from and after the Solemnization of the ſaid intended Marriage, then upon this further Truſt, That the ſaid T. S. and T. D. and the Survivor of them, and the Executors and Adminiſtrators of the ſame Survivor, ſhall

ſhall and will permit and ſuffer ſuch Perſon and Perſons, *To* hold, uſe and enjoy the ſaid Goods, Chattels and Houſhold-ſtuff, in the Schedule or Inventory hereunto annexed mentioned, as ſhe the ſaid M. C. ſhall at any Time during her Life give or diſpoſe of the ſame, or any Part thereof, and unto and u til ſuch Gift or Diſpoſition ſhall and will permit and ſuffer the ſaid M. to uſe and enjoy the ſame. *And* upon this further and more eſpecial Truſt and Confidence, that the ſaid T. S. and T. D. and the Survivor of them, the Executors and Adminiſtrators of the ſame Survivor, ſhall and will immediately from and after the Solemnization of the ſaid intended Marriage, during ſo many Years of the Remainder of the ſaid Term above recited, as the ſaid R. R. and M. both live, ſhall and will permit and ſuffer the ſaid R. R. and M. *To* hold and enjoy the ſaid Meſſuage, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and receive the Rents and Profits thereof to their own Uſe; and from and after the Death of the firſt of them the ſaid R. R. and M. *then* upon this further Truſt, That the ſaid T. S. and T. D. and the Survivor of them, and the Executors and Adminiſtrators of the ſame Survivor, ſhall and will, during the Remainder of the ſaid Term which ſhall be then to come, permit and ſuffer ſuch Perſon and Perſons to hold and enjoy the ſaid Premiſſes, and receive the Profits thereof, as the ſaid M. in her Life-time, as well after the ſaid intended Marriage as before, by any Deed or Deeds, or by her laſt Will and Teſtament in Writing, executed in the Preſence of two or more competent Witneſſes, ſhall give, bequeath or diſpoſe of the ſame Premiſſes, or any Part thereof unto: And for Default of ſuch Gift, Bequeſt or Diſpoſition, as afore-

aforesaid, *then* upon this further Trust and Confidence, That the said T. S. and T. D. and the Survivor of them, and the Executors and Administrators of the same Survivor, shall and will permit and suffer the Executors, Administrators and Assigns of the said M. C. to hold and enjoy the said Premisses, and to receive the Profits thereof to their own proper Use and Benefit, without rendring any Account thereof to the said T. S. and T. D. or the Survivor of them, or the Executors or Administrators of the same Survivor, of or for the same, and to and for none other Trust, Intent or Purpose whatsoever. *And* the said R. R. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said T. S. and T. D. their Executors, Administrators and Assigns, That such Person and Persons to whom the said M. in her Life-time, either after the said intended Marriage or before the same, shall give, grant, dispose, nominate or appoint the said Goods, Chattels and Houshold-stuff, in the Schedule or Inventory hereunto annexed mentioned, or any Part thereof, shall and may at all Times hereafter peaceably and quietly hold and enjoy the same Goods, or such Parts thereof as the said M. shall so give, grant or dispose of, as aforesaid, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of the said R. R. his Executors, Administrators and Assigns, and every of them, and of all other Person and Persons whatsoever claiming in, by, from or under him, them, or any of them. *And* also that such Person and Persons, to whom the said M. in her Life-time, either after the said Marriage or before the same, by any Deed or Deeds, or by her last Will in Writing, shall give, grant, bequeath, dispose, nominate

minate or appoint the said Messuage, Lands and Premisses mentioned in the said recited Indenture, or any Part thereof unto, shall and may from Time to Time, and at all Times, from the Death of the first of them the said R. R. and M. during the Remainder of the said Term which will be then to come and unexpired, peaceably and quietly have, hold, use, occupy, possess and enjoy, all and singular the said Premisses in the said recited Indenture expressed, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of the said R. R. his Executors, Administrators and Assigns, and every of them, and of all and every other Person and Persons whatsoever claiming in, by, from or under him, them, or any of them. *In Witness*, &c.

The Limitation of the Estate before assigned, after the Death of the Husband and Wife.

TO *all People*, &c. J. B. of, *&c.* sendeth Greeting, *Whereas*, &c. [*Here recite the Lease, as in the preceding Settlement, and also the said Settlement at large, to the End of the Uses and of the Power to limit and appoint after the Death of the said* J. B. *and* I. S.] as in and by the said last recited Indenture, may more fully appear. *Now know ye*, That the said J. B. in pursuance of the Power to him given and reserved, in and by the said last recited Indenture doth by his Deed, under his Hand and Seal, limit and appoint, that after the Death of him the said J. B. and the Death of the said I. his Wife, if A. B. Son of the said J. B. shall and do out-live the said J. B. and I. that then they the said Sir I. S. G. C. and H. B. their Executors and Administrators, shall from thenceforth permit and

and suffer the said A. B. his Executors, Administrators and Assigns, to have, hold, possess and enjoy the said Messuage, Tenement, Lands and Premisses above-mentioned, for his and their own Use and Benefit, during all the Rest and Residue of the said recited Term of 99 Years, determinable as aforesaid, which shall be then to come and unexpired therein. *And* the said J. B. doth further limit and appoint, that if and in Case the said A. B. shall die in the Life-time of the said J. B. or in the Life-time of the said I. Wife of the said J. B. or before he attain to the Age of 21 Years, or be married; and that W. B. another Son of the said J. B. and Brother of the said A. B. shall and do outlive the said J. B. his Father, I. his said Wife, and the said A. B. that then they the said Sir I. S. G. C. and H. B. shall permit and suffer the said W. B. his Executors and Assigns, to have, hold, possess and enjoy the said Messuage, &c. for his and their own Use and Benefit, during all the Rest and Residue of the said Term of 99 Years above-recited, determinable as aforesaid, which shall be then to come and unexpired therein. *And* the said J. B. doth by this his Deed, under his Hand and Seal, further limit and appoint, that if the said W. B. shall die in the Life-time of his said Father, or in the Life-time of the said I. Wife of the said J. B. or in the Life-time of the said A. his Brother, and that the said recited Term of 99 Years shall have longer Continuance; and that the two Daughters of the said J. B. M. and M. shall be living, that then they the said Sir I. S. G. C. and H. B. their Executors and Administrators, shall permit and suffer the said M. and M. to hold and enjoy the said Messuage, &c. and receive the Rents, Issues and Profits thereof, during all the Rest and

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Reſidue of the ſaid Term of 99 Years above-recited, which ſhall be then to come and unexpired therein. *And* if but one of them, the ſaid M. and M. ſhall be then living, ſhall permit the Survivor of them, her Executors or Adminiſtrators, to hold and enjoy the ſaid Meſſuage, *&c.* during all the ſaid Term; and if neither of them ſhall be living, ſhall permit and ſuffer the Executors or Adminiſtrators of the Survivor of them the ſaid M. and M. to hold and enjoy the ſame during the then reſt and Reſidue of the ſaid Term. *Provided* always, that if the ſaid J. B. ſhall at any Time hereafter be minded to revoke and make void this preſent Deed, and the Truſt herein and hereby limited, and the ſame ſhall ſignify and declare by any Writing under his Hand and Seal, teſtified by two or more credible Witneſſes, that then and from thenceforth immediately after ſuch Declaration as aforeſaid, this preſent Deed, and all and every the Truſts and Uſes herein contained, ſhall ceaſe, determine and be void to all Intents and Purpoſes, any Thing herein contained to the contrary notwithſtanding. *In Witneſs*, &c.

A Leaſe of Lands for 60 Years, and a Grant of an Annuity for 99 Years, as a Marriage Settlement or Jointure, in Truſt for the Wife in Lieu of all Dower, &c.

THis *Indenture* made, *&c. Between T. C.* of, *&c.* of the one Part, and *T. F.* of, *&c.* of the other Part; *Witneſſeth*, That the ſaid *T. C.* for and in Conſideration of a Marriage, by the Grace of God, intended ſhortly to be had and ſolemnized between the ſaid *T. C.* and *A. F.* Spinſter, Siſter of the ſaid *T. F.* and of the Sum

of 200 *l.* &c. to him the said *T. C.* in Hand paid, as the Marriage-Portion of the said *A.* the Receipt whereof the said *T. C.* doth hereby acknowledge; and for that a competent Jointure may be had and made to and for the said *A.* in Lieu, Recompence and Satisfaction of and for all such Dower, Right and Title of Dower, which the said *A.* can or may have, claim, challenge or demand of, in, unto or out of any the Messuages, Lands, Tenements and Hereditaments, whereof or wherein the said *T. C.* at any Time, during the Coverture between him and the said *A.* his intended Wife, shall be seized of any Estate of Inheritance, and for divers other good Causes and Considerations him the said *T. C.* in this Behalf especially moving, *Hath* demised, granted and to Farm letten, and by these Presents doth demise, &c. unto the said *T. F. All* that Messuage, &c. *To have and to hold* all and singular the said Messuage and Premisses above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said *T. F.* his Executors, Administrators and Assigns, immediately from and after the Solemnization of the said intended Marriage between the said *T. C.* and the said *A.* and the Decease of the said *T.* for and during the Term of 60 Years thence next and immediately ensuing and following, fully to be compleat and ended, if the said *A. F.* shall happen so long to live; *Yielding* and paying therefore yearly, during the said Term, one Pepper-Corn in and upon the Feast of St. *Michael* the Archangel only, if it be demanded. *And* the said *T. C.* for the Considerations aforesaid, *hath* given, granted and confirmed, and by these Presents doth give, &c. unto the said *T. F.* one Annuity or yearly Rent-Charge of 5 *l. per Annum*, of, &c. to be issuing

ſuing forth, and to be yearly received, perceived, taken, and had of, in and out of *All* that Meſſuage, *&c. To have and to hold*, receive, perceive, take and enjoy the ſaid Annuity or yearly Rent of 5 *l.* unto the ſaid *T. F.* his Executors, Adminiſtrators and Aſſigns, immediately from and after the ſaid Solemnization of the ſaid intended Marriage and Death of the ſaid *T. C.* for and during the Term of 99 Years thence next and immediately enſuing and following fully to be compleat and ended, if the ſaid *A. F.* intended Wife of the ſaid *T. C.* ſhall ſo long live, payable and to be paid unto the ſaid *T. F.* his Executors, Adminiſtrators and Aſſigns, in and upon the Feaſts of, *&c.* by even and equal Portions, at or in the new Dwelling-houſe of the ſaid *T. C.* in, *&c.* aforeſaid, yearly to be paid, the firſt Payment thereof to begin at the firſt of the ſaid Feaſts, which ſhall happen next after the Solemnization of the ſaid intended Marriage and Death of the ſaid *T. C.* And if and as often as it ſhall happen the ſaid Annuity or yearly Rent of 5 *l.* or any Part thereof, to be behind and unpaid, in Part or in all, by the Space of 21 Days next after any of the ſaid Feaſt-Days, in which the ſame ſhould or of Right ought to be paid as aforeſaid, that then and from thenceforth it ſhall and may be lawful to and for the ſaid *T. F.* his Executors, Adminiſtrator and Aſſigns, from Time to Time into the ſaid Premiſſes and into every Part and Parcel thereof, to enter and diſtrain, and the Diſtreſs and Diſtreſſes, then and there had and found to take, lead, drive and carry away; and the ſame and every of them to detain and keep until the ſaid Annuity or yearly Rent of 5 *l.* and all and every the Arrearages thereof (if any ſhall be) unto the ſaid *T. F.* his

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Executors, Administrators and Assigns, shall be fully satisfied, contented and paid, of which said Annuity or yearly Rent of 5 *l.* the said *T. C.* hath put the said *T. F.* in the full Possession and Seizin, by Payment of 6 *d.* &c. *And* it is agreed by and between the said Parties to these Presents, and hereby so declared, that the Term and Estate above granted, and the said Annuity or yearly Rent of 5 *l.* and Distresses therefore as aforesaid, are upon this special Trust and Confidence, that the said *T. F.* his Executors, Administrators and Assigns, shall and will at all Times, during the said Term, permit and suffer the said *A.* intended Wife of the said *T. C.* and her Assigns, to hold and enjoy the said Messuage and Premisses first above-mentioned, and the Term and Estate herein above granted; and to have, perceive, receive, and take the said Annuity or yearly Rent of 5 *l.* and every Part thereof, to her and their own proper Use and Benefit, without any Account thereof to be given unto the said *T. F.* his Executors, Administrators or Assigns, of or for the same; and that the said Term and Estate, and the said Annuity are for her Jointure, and in full Satisfaction of her Dower. *Provided* always, and upon Condition, that if the said *A.* shall at any Time after the Decease of the said *T. C.* claim or demand any Dower, Right or Title of Dower, of, in, unto or out of any Messuage, Lands, Tenements or Hereditaments, whereof or wherein the said *T. C.* hath been, now is, or hereafter shall be seized of any Estate of Inheritance, that then and from thenceforth these Presents, and every Thing herein contained, shall cease, determine and be utterly void and of none Effect, any thing herein contained to the contrary thereof in any wise notwith-

withstanding. [*Here add a Covenant to pay the Annuity, and for quiet Enjoyment.*] *In Witness*, &c.

A Settlement of an Annuity before Marriage on the Wife, and to be at her Sole Disposal.

THis *Indenture Tripartite* made, &c. *Between R. S.* of, &c. Executrix of the last Will and Testament of, &c. deceased, of the first Part, *E. F. J. H.* and *M. O.* of, &c. of the second Part, and *J. B.* of, &c. of the third Part. *Whereas* there is a Marriage intended to be shortly had and solemnized between the said *J. B.* and *R. S.* and upon the Contract of the said Marriage it is agreed, that the said *J. B.* shall have and receive with the said *R. S.* the Sum of, &c. as a Marriage-Portion, and no more; and that the said *R. S.* is to dispose of all the Residue of her Estate Real and Personal, which she hath in her own Right, or as Executrix to the said *J. K.* to such Person and Persons, and for such Use and Uses, and upon such Trusts as the she the said *R. S.* shall think fit. *Now this Indenture witnesseth*, That the said *R. S.* in pursuance of the said Contract, and in Consideration of the Sum of, &c. of, &c. to her the said *R. S.* in Hand paid by the said *E. F. J. H.* and *M. O.* the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations her thereunto moving, *hath* (by and with the Consent and Agreement of him the said *J. B.* testified by his being made a Party to, and signing and sealing of these Presents) granted, released and confirmed, and by these Presents doth grant, &c. unto the said *E. F. J. H.* and *M. O.* (in their actual Possession, &c.) and to their Heirs and Assigns for

for ever, all that Annuity or Rent-Charge of, &c. issuing and going out of all that Manor, &c. and the Reversion and Reversions, Remainder and Remainders of the said Annuity or yearly Rent-Charge, and every Part thereof; and all the Estate, Right, Title, Interest, Benefit of Distress, Entry, Claim and Demand whatsoever of, in, unto or out of the said Annuity or yearly Rent-Charge, or of, in or to any Part thereof; *To have, hold*, receive and take the said Annuity or yearly Rent-Charge of, &c. and Premisses, and every Part thereof unto the said *E. F. J. H.* and *M. O.* their Heirs and Assigns, to the Use and Behoof of them the said *E. F.* &c. their Heirs and Assigns for ever. *Upon Trust* nevertheless and to the Intents and Purposes hereinafter limited, expressed and declared (that is to say) upon Trust, and to the Intent and Purpose, that they the said *E. F. J. H.* and *M. O.* and the Survivors and Survivor of them, his and their Heirs, shall dispose of, and pay the said Annuity or yearly Rent-charge of, &c. and every Part thereof, unto the said *R. S.* or to such other Person or Persons, and to such other Uses, Intents and Purposes; and in such other Manner as by any Writing or Writings to be subscribed by the said *R. S.* in the Presence of two or more credible Witnesses; or by her last Will and Testament in Writing, testified as aforesaid (whether she shall be then sole or married) shall be from Time to Time declared, limited and appointed; and shall not dispose, imploy or pay the same to any other Person or Persons, or to any other Uses, or in any other Manner, or by any other Direction or Appointment whatsoever. *And* from Time to Time, and at all Times, until such Appointment made and subscribed as aforesaid, they the

the said *E. F. J. H.* and *M. O.* and the Survivors and Survivor of them, his Heirs and Assigns, shall and may retain and keep in their Hands the said Annuity, or Rent-charge, and every Part and Parcel thereof, whereof no such Appointment shall be made, to and for the only proper Use and Benefit of the said *R. S.* (Covenant from *J. B.* to *E. F. &c.* peaceably to enjoy the Annuity on the Trusts aforesaid, and for further Assurance, *&c.*) *In Witness*, &c.

An Assignment of Annuities in Trust, in Nature of a Settlement.

THIS *Indenture* made, *&c. Between* H. L. of, *&c.* of the one Part, and C. E. of, *&c.* J. D. of, *&c.* W. C. of, *&c.* and L. B. of, *&c.* of the other Part. *Whereas* the said H. L. is now lawfully possessed of and intitled unto two several Annuities of 50 *l. per Annum* each, by Vertue of two several Orders bearing Date, *&c.* the Numbers of which Orders are, *&c.* and made in Pursuance of an Act of Parliament made in the Year of, *&c.* of her present Majesties Reign, Entituled, *An Act*, &c. and other Uses by Sale of Annuities, charged on a Fund not exceeding, *&c.* and to arise by, *&c.* and by making other Provisions in the Act mentioned, which said Annuities are payable and to be paid by four equal quarterly Payments for and during the Term of 99 Years, commencing from, *&c. Now this Indenture witnesseth*, that the said H. L. in Consideration of a Marriage already had and solemnized between the said C. E. and I. his Wife, Daughter of the said H. L. and in pursuance and part of Performance of certain Articles made on the Contract of their Inter-marriage, bearing Date, *&c.*

&c. between the ſaid C. E. of the firſt Part, the ſaid H. L. and I. now Wife of the ſaid C. E. by the Name of I. L. only Child of the ſaid H. L. of the ſecond Part, and the ſaid J. D. W. C. and L. B. of the third Part. *And* to the End the ſaid Annuities may be, remain and continue to, for and upon the ſeveral Truſt hereinafter mentioned, according to the Purport of the ſaid Articles, and in Conſideration alſo of 5 *s.* in Money to him the ſaid H. L. in Hand paid, by the ſaid J. D. W. C. and L. B. the Receipt whereof is hereby acknowledged; he the ſaid H. L. *hath* ſold, aſſigned and ſet over, and by theſe Preſents doth ſell, &c. unto the ſaid J. D. W. C. and L. B. their Executors, Adminiſtrators and Aſſigns, the ſaid two ſeveral Annuities of 50 *l. per Annum*, and 50 *l. per Annum*, and the Tallies and Orders thereon made: And alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, of him the ſaid H. L. of, in and to the ſame Annuities, and either of them, *To have, hold, receive, take and enjoy* the ſaid Annuities, and the Tallies and Orders thereon made unto the ſaid J. D. W. C. and L. B. their Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 99 Years, which is yet to come and unexpired. *Nevertheleſs*, upon this eſpecial Truſt and Confidence that they the ſaid J. D. W. C. and L. B. and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, ſhall and will permit and ſuffer the ſaid Annuities to be received, had and taken in Manner following; (that is to ſay) by the ſaid C. E. and his Aſſigns, during ſo many Years of the ſaid Term, as he ſhall happen to live, and after his Deceaſe; *then* by the ſaid I. his Wife, and her Aſſigns, during ſo many Years of the ſaid Term as

as ſhe ſhall happen to live; and after her Deceaſe, *then* by all and every ſuch Daughters of the ſaid I. by the ſaid C. E. lawfully begotten, or to be begotten as ſhall live to be married or attain to the Age of 21 Years, equally to be divided between them, Share and Share alike, during the Remainder of the ſaid Term, not as Jointenants, but as Tenants in Common: And if there ſhall happen to be but one ſuch Daughter, *then* by ſuch only Daughter, her Executors and Adminiſtrators, during the Remainder of the ſaid Term; and in Caſe there ſhall be no ſuch Daughter, *then* by the Executors, Adminiſtrators and Aſſigns, of the ſaid C. E. for and during the Remainder of the ſaid Term of 99 Years, without any Account to be given to the ſaid J. D. W. C. and L. B. their Executors, Adminiſtrators or Aſſigns, for the ſame; and to and for, and upon no other Truſt, Intent or Purpoſe whatſoever. *And* the ſaid H. L. for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid J. D. W. C. and L. B. their Executors, Adminiſtrators and Aſſigns, that he the ſaid H. L. now hath good Right, full Power, and lawful Authority in his own Right, to ſell, aſſign and transfer the ſaid Annuities, and the Orders and Tallies thereon made unto the ſaid J. D. W. C. and L. B. their Executors, Adminiſtrators and Aſſigns; *To hold* to them, their Executors, Adminiſtrators and Aſſigns, for and during the Remainder of the ſaid Term of 99 Years, upon the ſeveral Truſts herein before expreſſed and declared, according to the true Intent and Meaning of theſe Preſents. *And alſo*, that the ſaid Annuities ſhall and may at all Times hereafter be, remain and continue to, for and upon the

ſeveral Truſts, Intents and Purpoſes herein before expreſſed and declared of and concerning the ſame. *And further*, That he the ſaid H. L. and his Executors and Adminiſtrators, and all and every other Perſon and Perſons, and his and their Executors and Adminiſtrators, any Thing having lawfully claiming in the ſaid Annuities or either of them by, from or under him ſhall and will at any Time or Times hereafter upon the reaſonable Requeſt of the ſaid J. D. W. C. and L. B. their Executors, Adminiſtrators and Aſſigns, make, do and execute, or cauſe or procure to be made, *&c. All* and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Deviſes and Aſſurances in the Law whatſoever, for the further better and more perfecting, aſſigning and transfering of the ſaid ſeveral Annuities unto the ſaid J. D. W. C. and L. B. their Executors, Adminiſtrators and Aſſigns; *To hold* to them their Executors, Adminiſtrators and Aſſigns, for and during the Remainder of the ſaid Term of 99 Years, to, for and upon the ſeveral Truſts, Intents and Purpoſes herein before expreſſed and declared, according to the true Intent and Meaning of theſe Preſents, as by the ſaid J. D. W. C. and L. B. their Executors, Adminiſtrators and Aſſigns, or their or any of their Council Learned in the Law, ſhall be reaſonably, deviſed or adviſed and required. *Provided* always, and it is hereby agreed and declared by and between the ſaid Parties to theſe Preſents, That in Caſe the ſaid C. E. ſhall be minded to ſell and diſpoſe of the ſaid two Annuities of 50*l. per Annum*, and 50*l. per Annum*, or either of them; and ſhall ſettle and aſſure or give Security to the good liking of the ſaid I. his Wife; and alſo of the

ſaid

ſaid J. D. W. C. and L. B. or the Survivors or Survivor of them, or the greater Number of ſuch Survivors, to ſettle and aſſure any Meſſuages, Lands, Tenements, Rents, Annuities or other Hereditaments, of the clear yearly Value of 100 *l. per Annum*, above all Reprizes, and free from all Incumbrances, unto and upon the ſame Truſts, and for the ſame Ends, Intents and Purpoſes, as the ſaid Annuities are hereby ſettled, that then and in ſuch Caſe it ſhall and may be lawful to and for the ſaid C. E. J. D. W. C. and L. B. to ſell and diſpoſe of the ſaid two ſeveral Annuities, as he the ſaid C. E. ſhall think fit, any Thing herein contained to the contrary notwithſtanding. *In Witneſs*, &c.

A Settlement of ſeveral Annuities, iſſuing and payable out of divers Funds made in Purſuance of Marriage Articles, &c.

THis *Indenture* made, *&c. Between C. E.* of, *&c.* of the one Part, and *H. L.* of, *&c. W. C.* of, *&c.* and *L. B.* of, *&c.* of the other Part: *Whereas R. E.* of, *&c.* aforeſaid being poſſeſſed of, and intitled unto ten ſeveral Annuities of 20 *l. per Annum*, each amounting in the whole to the yearly Sum of 200 *l.* by Vertue of ten ſeveral Orders, each bearing Date, *&c.* the Numbers of which ſeveral Orders are, *&c.* and made in Purſuance of an Act of Parliament paſſed in the Year of the Reign, *&c.* entituled, *An Act for*, &c. payable and to be paid by four ſeveral quarterly Payments, for and during the Term of 99 Years, commencing, *&c.* And being ſo poſſeſſed, he the ſaid *R. E.* duly made and publiſhed his laſt Will and Teſtament in Writing, and thereof

thereof conſtituted and appointed *J. D.* of, *&c.* his Executor (in Truſt for the ſaid *C. E.*) who duly proved the ſaid Will in the Prerogative Court of *Canterbury*, as may appear. *And whereas* the ſaid *J. D.* in and by ten ſeveral Writings or Deeds Poll, bearing Date, *&c.* for the Conſiderations therein mentioned, did aſſign, transfer and ſet over unto the ſaid *C. E.* his Executors, Adminiſtrators and Aſſigns, the ſaid ten ſeveral Annuities or yearly Sums of 20*l.* and the ſaid ſeveral Tallies and Orders thereupon, and all his Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever, of, in and to the ſame and every of them; *To hold*, receive and enjoy the ſaid Annuities, Tallies and Orders, and all Benefit and Advantages ariſing thereby unto the ſaid *C. E.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt, Reſidue and Remainder of the ſaid Term of 99 Years then to come and unexpired. *Now this Indenture witneſſeth*, that the ſaid *C. E.* for and in Conſideration of a Marriage lately had and ſolemnized between him and *I.* his now Wife Daughter of the ſaid *H. L.* and in Purſuance, and part of Performance of certain Articles of Agreement made before and upon the Contract of the ſaid Marriage, bearing Date, *&c.* and between, *&c.* *And* to the End the ſaid Annuities may be and remain on the Truſts herein after declared, according to the Purport and true Meaning of the ſaid Articles; and in Conſideration of 5*s.* in Money to the ſaid *C. E.* in Hand paid by the ſaid *H. L. W. C.* and *L. B.* the Receipt whereof is hereby acknowledged, he the ſaid *C. E. hath* bargained and ſold, aſſigned and ſet over, and by theſe Preſents doth bargain, *&c.* unto the ſaid *H. L. W. C.* and *L. B.* their Executors, Adminiſtrators and

and Aſſigns, the ſaid ten ſeveral Annuities, and all his Eſtate, Term and Intereſt therein, and of, in and to the Tallies and Orders made out for the ſame, and all Benefit and Advantage to be had and made in reſpect of the Premiſſes; *To have, hold* and enjoy the ſaid ten ſeveral Annuities or yearly Payments of 20 *l. per Annum* each, unto the ſaid *H. L. W. C.* and *L. B.* their Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 99 Years above-mentioned, which is yet to come and unexpired: *In Truſt* nevertheleſs, that they the ſaid *H. L. W. C.* and *L. B.* and the Survivors and Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, ſhall, will and ought to permit and ſuffer the ſame ten Annuities, to be held, enjoyed, received and taken in Manner following; (that is to ſay) by the ſaid *C. E.* and his Aſſigns, for ſo many Years of the ſaid Term as he ſhall happen to live; and after his Deceaſe, *then* by the ſaid *J.* his Wife, and her Aſſigns, for ſo many Years of the ſaid Term as ſhe ſhall happen to live; and after her Death, then by the Executors, Adminiſtrators and Aſſigns of the ſaid *C. E.* for and during the Remainder of the ſaid Term of 99 Years, without any Account to be given to the ſaid *H. L. W. C.* and *L. B.* or either of them, their or either of their Executors or Adminiſtrators, for the ſame. *And whereas* the ſaid *J. D.* as Executor, in Truſt for the ſaid *C. E.* being intitled to ſeveral other Orders for raiſing and Payment of ſeveral other Annuities, amounting in the whole to the yearly Sum of 360 *l.* by Vertue of an Act of Parliament made, *&c.* entituled, *&c.* they the ſaid *J. D.* and *C. E.* did by the ſaid Marriage-Articles for themſelves, their Executors and Adminiſtrators, ſeverally covenant and

grant to and with the said *H. L.* his Executors and Administrators, that they the said *J. D.* and *C. E.* their Executors and Administrators, should and would, within six Months after the said intended Marriage should take Effect, by such Ways, and in such Manner as the Council should advise, assign and transfert the said last mentioned Annuities unto the said *H. L. W. C.* and *I. B.* their Executors and Administrators: In Trust in the first Place for securing the Payment of 200 *l. per Annum* to the said *C. E.* clear of all Reprizes during the joint Lives of her present Majesty and the said *J.* Wife of the said *C.* And after the Decease of her present Majesty, living the said *J.* then for the Payment of 100 *l. per Annum* to the said *J.* during the joint Lives of them the said *C.* and *J.* for the sole and separate Use of the said *J.* and so as the said *C.* should have nothing to do therewith, or with the Disposal thereof, and for Payment of 100 *l.* more to the said *C.* during their said joint Lives: And in case the said *J.* should die, living the said *C.* then for Payment of 200 *l. per Annum* to the said *C.* his Executors, Administrators and Assigns, during the Remainder of the said Term; but if the said *C.* should happen to die in the Life-time of the said *J.* then for Payment of 200 *l. per Annum* to the said *J.* during her Life; and after her Death, then for Payment of 200 *l. per Annum* to the Executors and Administrators of the said *C.* *And whereas* in and by the said Marriage Articles, it was provided, agreed and declared, by and between the said Parties thereto, That in case the said *C. E.* should at any Time during his natural Life be minded and intended to sell and dispose of the said Annuities of 360 *l. per Annum*, and should settle and assure, or give Security

Security to the good Liking of the ſaid *J.* his intended Wife, and likewiſe of the ſaid *H. L. W. C.* and *L. B.* to ſettle and aſſure any Meſſuages, Lands, Tenements, Rents, Annuities, or other Hereditaments, of the clear yearly Value of 200*l.* above all Reprizes, and free from Incumbrances, upon the ſame Truſts, and for the ſame Ends, Intents and Purpoſes, as the ſaid laſt mentioned 200*l. per Annum* were therein agreed to be ſettled; *that* then and in ſuch Caſe it ſhould and might be lawful to and for the ſaid *C. E. J. D. H. L. W. C.* and *L. B.* and the Survivors and Survivor of them, to ſell and diſpoſe of the ſaid ſeveral Annuities of 360*l. per Annum*, as he the ſaid *C.* ſhould think fit. *And whereas* the ſaid *C. E.* in purſuance of the Power given by the ſaid recited Proviſo, hath, with the Conſent of his ſaid Wife and Truſtees, ſold and diſpoſed of the ſaid ſeveral Annuities laſt mentioned, amounting to 360*l. per Annum*. *And whereas* the Governor and Company of, *&c.* in and by two ſeveral Deeds Poll, both bearing Date, *&c.* [*Reciting in each of them, that*, &c.] they the ſaid Governor and Company, for and in Conſideration of two ſeveral Sums of 1500*l.* and 1500*l.* of, *&c.* to them in Hand paid by the ſaid *C. E.* did in and by the ſaid laſt mentioned Deeds Poll, ſell, aſſign and ſet over unto the ſaid *C. E.* his Executors, Adminiſtrators and Aſſigns, all the Right, Title and Intereſt of the ſaid Governor and Company, of, in and to the ſaid two ſeveral Annuities of 100*l.* each, and the Monies advanced and paid into the Receipt of the *Exchequer* for the ſame, and of, in and to the ſaid ſeveral Tallies and Orders thereon, Number, *&c.* made out for the ſame, and all Benefit and Advantage to be had and made in reſpect of the Premiſſes:

To

To have, hold and enjoy the ſaid two ſeveral Annuities or yearly Payments of 100*l.* and 100*l.* *per Annum* unto the ſaid *C. E.* his Executors, Adminiſtrators and Aſſigns, for and during the ſaid Term of 99 Years, to be reckoned and accounted as aforeſaid, as in and by the ſaid two laſt recited Deeds Poll, duly entred in the Auditor's Office in the *Exchequer* may appear; which ſaid two laſt Annuities were purchaſed by the ſaid *C. E.* with Conſent of the ſaid *H. L. W. C.* and *L. B.* in Order to be ſettled purſuant to the ſaid Marriage-Articles, in Lieu and Place of the ſaid 200*l.* *per Annum*, ſecured by and payable out of the ſaid 200*l.* *per Annum* Annuities above-recited. *Now this Indenture further witneſſeth*, That the ſaid *C. E.* in further Purſuance and Performance of the ſaid Marriage-Articles, and in Conſideration alſo of *s.* in Money to him in Hand paid by the ſaid *H. L. W. C.* and *L. B.* *hath* aſſigned, transferred and ſet over, and by theſe Preſents doth aſſign, *&c.* unto the ſaid *H. L. W. C.* and *L. B.* their Executors, Adminiſtrators and Aſſigns, *All* the Right, Title and Intereſt of him the ſaid *C. E.* of, in and to the ſaid two ſeveral laſt-mentioned Annuities of 100*l.* *per Annum*, and 100*l.* *per Annum*, and the Monies advanced and paid into the ſaid Receipt of the *Exchequer* for the ſame, and of, in and to the ſaid ſeveral Tallies and Orders thereupon, Number, *&c.* made out for the ſame, and all Benefit and Advantage to be had or made in reſpect of the Premiſſes: *To have, hold and enjoy* the ſaid two ſeveral Annuities or yearly Payments of 100*l.* *per Annum*, and 100*l.* *per Annum*, unto the ſaid *H. L. W. C.* and *L. B.* their Executors, Adminiſtrators and Aſſigns, for and during the ſaid Term of 99 Years, to be reckoned and accounted as aforeſaid: *In Truſt* and

and Confidence nevertheleſs that they the ſaid *H. L. W. C.* and *L. B.* and the Survivors and Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, ſhall, will and ought to permit and ſuffer the ſaid two ſeveral Annuities of 100 *l. per Annum*, and to be received, had and taken in Manner following; (that is to ſay) by the ſaid *C. E.* and his Aſſigns, for and during the joint Lives of her preſent Majeſty Queen *Anne*, and the ſaid *J.* Wife of the ſaid *C.* And after the Death of her ſaid preſent Majeſty, living the ſaid *J. then* to permit and ſuffer one of the ſaid Annuities of 100 *l.* yearly, to be had and received by the ſaid *J.* and her Aſſigns, during the joint Lives of them the ſaid *C.* and *J.* his Wife, for the ſole and ſeparate Uſe of the ſaid *J.* ſo as the ſaid *C.* ſhall have nothing to do therewith, or with the Diſpoſal thereof, and ſhall and will permit and ſuffer the ſaid *C. E.* and his Aſſigns, to receive, have and take the other 100 *l. per Annum*, and during their ſaid joint Lives; and in Caſe the ſaid *J.* ſhall die, living the ſaid *C. E. then* in Truſt to permit and ſuffer both the ſaid Annuities of 100 *l. per Annum*, and 100 *l. per Annum*, to be received, had and taken by the ſaid *C. E.* his Executors, Adminiſtrators and Aſſigns, during the Remainder of the ſaid Term; but if the ſaid *C.* ſhall happen to die in the Life-time of the ſaid *J. then* ſhall and will permit and ſuffer the ſaid Annuities of 100 *l. per Annum*, and 100 *l. per Annum*, to be had, received and taken by the ſaid *J.* and her Aſſigns, during her Life; and after her Death, *then* by the Executors and Adminiſtrators of the ſaid *C. E.* for and during the Remainder of the ſaid Term of 99 Years and to and for none other Truſt, Intent or Purpoſe whatſoever. *And* the ſaid *C. E.* for himſelf, his Executors,

cutors, Administrators and Assigns, doth covenant and grant to and with the said *H. L. W. C.* and *L. B.* their Executors and Administrators, that he the said *C. E.* now hath good Right, full Power, and lawful Authority in his own Right, to sell, assign and transfer, *All* and every the said several Annuities above recited, and the several Tallies and Orders thereon made unto the said *H. L. W. C.* and *L. B.* their Executors, Administrators and Assigns, to, for and upon the several Trusts, Intents and Purposes herein before expressed, and declared according to the true Intent and Meaning of these Presents. *And also*, that all and every the said several Annuities above-mentioned, shall and may from Time to Time, and at all Times during the said several Terms of 99 Years be, remain and continue to, for and upon the several Trusts, Intents and Purposes herein before expressed and declared, according to the true Intent and Meaning of these Presents. *And further*, that he the said *C. E.* his Executors and Administrators, and all and every other Person and Persons, and his and their Executors and Administrators, any Thing having or lawfully claiming of and in the said several Annuities or any of them, shall and will at any Time or Times hereafter, upon the reasonable Request of the said *H. L. W. C.* and *L. B.* their Executors or Administrators, make, do and execute, or cause or procure to be made, &c. *All* and every such further and other lawful and reasonable *Act and Acts*, Thing and Things, Devises and Assurances in the Law whatsoever, for the further better and more perfect assigning and transferring the said several Annuities, and the Tallies and Orders thereon made unto the said *H. L. W. C.* and *L. B.* their Executors, Administrators and Assigns, to, for and upon the several

veral Uſes, Truſts, Ends, Intents and Purpoſes herein before expreſſed and declared, as by the ſaid *H. L. W. C.* and *L. B.* their Executors, Adminiſtrators or Aſſigns, or their or any of their Council Learned in the Law ſhall be reaſonably deviſed or adviſed and required. *Provided* always, and it is hereby agreed by and between the ſaid Parties to theſe Preſents, that in Caſe the ſaid *C. E.* ſhall at any Time during his natural Life, be minded and intended to ſell and diſpoſe of the ſaid two laſt mentioned Annuities of 100 *l.* *per Annum*, and ſhall ſettle and aſſure, or give Security to the good Liking of the ſaid *J.* his Wife, and likewiſe of the ſaid *H. L. W. C.* and *L. B.* or their Survivors or Survivor of them, or the greater Number of ſuch Survivors, to ſettle and aſſure any Meſſuages, Lands, Tenements, Rents, Annuities or other Hereditaments, of the clear yearly Value of 200 *l.* above all Reprizes, and free from Incumbrances, upon the ſame Truſts and for the ſame Ends, Intents and Purpoſes, as the ſaid laſt mentioned Annuities are ſettled, that then, and in ſuch Caſe it ſhall and may be lawful to and for the ſaid *C. E. H. L. W. C.* and *L. B.* and the Survivors and Survivor of them, to ſell and diſpoſe of the ſaid two ſeveral Annuities of 100 *l.* *per Annum*, and 100 *l.* *per Annum*, as he the ſaid *C.* ſhall think fit, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. [*The like Proviſoe for ſelling the ſaid laſt Annuities of* 20 *l.* per Annum.] *In Witneſs*, &c.

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ERRATA.

PAGE 16, *L.* 34. *dele* ſuch; *after* Writing, *read* not ſealed and delivered. *P.* 17, *l.* 26, *after* his, *r.* Heirs and. *P.* 25, *l.* 30, *for* as much, *r.* all Things whereof there may be a Freehold. *P.* 27. *l. ult. for* without, *r.* with. *P.* 28. *l.* 1. *for* 396. *r.* 296. *P.* 30. *l.* 18. *dele* and Wife. *P.* 31. *l.* 4. *for* Son, the Son, *r.* Son's Body, the Son being dead, the Heir. *Ibid. l.* 8. *after* Heirs, *r.* of the Body. *P.* 35, *l.* 2. *for* or, *r.* and. *P.* 42, *l.* 26 & 34, *for* Feoffees, *r.* Leſſees. *P.* 44, *l.* 20, *for* his, *r.* the. *P.* 45, *l.* 25, *after* Leſſee, *r.* to hold. *P.* 47, *l.* 13, *after* Act be done, *r.* the Leſſee ſhall have the Land to him and his Heirs. *P.* 62, *l. pen. for* Bargain and Sale, *r.* Gift. *P.* 63, *l.* 1, *for* Gift. *r.* Bargain and Sale. *P.* 72, *l.* 8. *for* make, *r.* take. *P.* 73, *l.* 2, *after* the *r.* Heirs, *r.* of their Bodies. *P.* 82, *l.* 33, *for* Entry, *r.* Eſtate. *P.* 88, *l.* 10, *after* Seiſin, *r.* abſolute, and the Attorney delivers it. *P.* 95, *l.* 18, *after* Lethargy, *r.* born; *for* or, *r.* and. *P.* 96, *l.* 34. *dele* and die. *P.* 114, *l.* 13, *r.* Nonpayment. *P.* 128, *l.* 19, *for* laſt, *r.* firſt. *P.* 135, *l.* 18, *for* her, *r.* him. *P. Ibid. l.* 29, *dele* Treaſon. *P.* 139, *l.* 30, *for* cannot, *r.* may. *l. ibid. for* nor, *r.* but not a Right to a Freehold. *Ibid. l.* 31, *after* Part, *r.* of the Eſtate. *P.* 150, *l.* 8, *after* ſhall, *r.* not. *P.* 157, *l.* 4. *after* to, *r.* to the Uſe of. *Ibid. l.* 27, *for* or, *r.* but not of. *P.* 161, *l.* 18, *after* granted, *r.* by Livery or Record. *P.* 165, *l.* 11, *for* Years, *r.* Life. *P.* 166, *l.* 19 and 36, *for* void, *r.* not within the Statute. *P.* 168, *l.* 24, *after* with, *r.* or without. *P.* 170, *l.* 18, *after* be, *r.* not. *P. ibid. l.* 29, *for* common, *r.* ſame. *P.* 173, *l.* 76, *for* is, *r.* being. *P. ibid. l.* 10, *for* Reſt *r.* Rent. *l.* 11, 12, 13, 14, *dele*. *P.* 175, *l.* 3, *after* Years, *r.* after his Death. *ibid. l.* 4, *for* Rent, *r.* Reverſion. *P.* 178, *l.* 6, *for* expreſs, *r.* voluntary or. *P.* 183, *l.* 14. *for* Leaſe, *r.* Gift. *P.* 186, *l.* 16, *after* therein, *r.* but there is no Need. *Ibid. l.* 18, *for* and, *r.* nor. *P.* 189, *l.* 19, *after* Term, *r.* for Years. *P.* 196, *l.* 2, *for* without Writing, *r.* by Deed. *P.* 197, *l.* 10, *after* ſome of them, *r.* jointly. *P.* 205, *l.* 22, *after* Statute, *r.* Merchant. *Pag.* 206, *l.* 12, *for* and, *r.* but not. *Ibid. l.* 22, *after* Death, *r.* if no Execution was ſued in his Life. *P.* 209, *l.* 30, *for* Porol, *r.* Poll. *P.* 226, *l.* 21, *after* firſt, *r.* of the ſame Degree of thoſe due to others. *P.* 253, *l.* 24, *after* Aſſigns, *r.* for ever.

ERRATA.

